BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, NOVEMBER 4, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MEETING NOTICE AND AGENDA

This meeting will immediately follow the Board of Commissioners Workshop

A. CALL TO ORDER

B. ROLL CALL

C. APPROVAL OF REGULAR AGENDA

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION

E. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

F. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: September 8, 2025, Budget Public Hearing; September 16, 2025, Regular Meeting; and September 18, 2025, Emergency Meeting.
09.08.2025 Budget PH Minutes.docx
09.16.2025 Regular Meeting Minutes - TP.docx
September 18 2025 Minutes.docx

G. CONSENT AGENDA

G.1 Authorize spending authority for the purchase of Barber Surf Rake in the amount of $84,655 from H. Barber & Sons, Inc.
H. Barber & Sons, Inc. Quote.pdf

G.2 Authorize the City Manager to Purchase a new Street Sweeper for $400,950.00 using the Sheriffs Association Cooperative Purchasing Program.
Treasure Island A7 New - Tampa Crane - Purchase Agreement - Version 3.pdf
A7 Tornado SE ~ Treasure Island No Price.pdf

G.3 2026 Meeting Schedule for the City Commission Regular Meetings and Workshops

2026 Proposed Calendar.docx

H. ITEMS OF BUSINESS

H.1 A Quasi-Judicial Proceeding- Case VAR-000553-2025- 8490 W Gulf Blvd- Variance request to Sec. 68-438 to permit the construction of a swimming pool measuring 37 feet in width at a 0 foot setback from the property line, where a minimum setback of 10 feet is required.
1. Staff Report.docx
2. Application.pdf
3. Warranty Deed.pdf
4. Affidavit to Authorize Agent.pdf
5. Variance Narrative.pdf
6. Site Plan.pdf
7. Survey.pdf
8. 2014 Pool Plan.pdf

H.2 Second and Final Reading of Ordinance 2025-04 amending the Future Land Use Map of the City of Treasure Island Comprehensive Plan.
Ordinance 2025-04 Amending the Comprehensive Plan FLUM - Copy (02832650-2).DOCX
FLUMA Exhibits A-C.pdf
COMPREHENSIVE PLAN AMENDMENT.docx
FUTURE LAND USE MAP ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
LPA signed Resolution 2025-07 (approval of Ord 2025-04).pdf
Business Impact Ord 2025-04.DOCX
ZONING MAP AMENDMENT APPLICATION.pdf
59995.pdf

H.3 Second and Final Reading of Ordinance 2025-05 amending the Official Zoning Map of the City of Treasure Island.
Ordinance 2025-05 Amending the Zoning Map (02832651-2).DOCX
Zoning Map Exhibits A-C.pdf
ZONING MAP AMENDMENT APPLICATION.pdf
ZONING MAP AMENDMENT ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
LPA Signed Resolution 2025-08 (approval of 2025-05).pdf
Business Impact Ord 2025-05.docx
59997.pdf

H.4 Second and Final Reading of Ordinance 2025-26 to Ban Shark Fishing on Treasure Island Beaches (Commissioner Dickey)
Treasure Island Shark Fishing Ban Draft.docx
59984 Ordinance 2025-26.pdf

H.5 Second and Final Reading of Ordinance 2025-27, vacating approximately 14,000 sq ft / 0.3214 acres of an alley located between 106th and 107th Avenue, a public right-

of-way, to retain a utility easement over the 30-foot-wide east-west alley, to retain a pedestrian easement over the 10-foot-wide north-south alley.
1. Staff Report.pdf
2. Ordinance 2025-27 Pirates Square Vacation Right of Way.pdf
3. Exhibit A.pdf
4. Exhibit B.pdf
5. Ordinance Business Impact Estimate.docx
6. Application (Vacation of Right-of-way).pdf
7. Applicant Memorandum.pdf
8. Sketch and Legal of Area to be Vacated.pdf
9. Sketch and Legal for Pedestrian Easement.pdf
10. Boundary Survey.pdf
11. Letters of No Objection.pdf
12. Abutting Property Owner Letter.pdf
13. Proof of Legal Ad- 59987

H.6 Second and Final Reading of Ordinance 2025-29, Treasure Island Code of Ethics
Ordinance_2025-_29_Ordinance_Code_of_Ethics.pdf
59993 Ordinance 2025-29.pdf

H.7
Second and Final Reading of Ordinance 2025-28, to approve FY 2026 fee schedule

59990 Ordinance 2025-28.pdf
FY26 Fee Schedule - Red Lined.pdf
Fee_Ordinance_2025-28.pdf

H.8 First Reading of Ordinance 2025-33, Mandatory Lot Mowing Program (Commissioner Clark)
Ordinance 2025-33 Lawn Maintenance.docx

H.9 Extension of Emergency Ordinance 2025-23, Repealing Certain Sections of Chapter 69 and 76
Ordinance_2025-23 2.docx

H.10 Non-Exclusive License Agreement with Two Mermaids Beach Resort for Parking Access
Parking Agreement - Two Mermaids 2026.pdf

H.11 Approve City Manager's Purchase Authority to enter into a construction contract with Qualis General Contractors, LLC. for the construction of 6 pickleball courts at Rosselli Park.

Exhibit A- Bid Tabulation.pdf
Bid Schedule.XLSX
Construction Contract Forms.pdf
2025.09.23 - Rosselli Park Plans Final.pdf
Exhibit B- TIPC Draft Revision of Rosselli RFP.docx

H.12 State Fire Marshal Cancer Decontamination Grant Award acceptance

Treasure Island Fire Rescue Grant Application 2025.pdf
Meiko Decon Equipment Flyer.pdf
QT1889214 Treasure Island FHS extractor & dryer 1.1.25.pdf
QT1889214 Treasure Island FHS extractor & dryer 1.1.25.pdf

H.13 Approve Resolution 2025-24 for Appointment and Contract of City Attorney
Resolution 2025-24 Appointment of Vose As City Attorney.docx
Legal Representation Agreement - TI - November 2025.pdf
Â Overview of Legal Representation Agreement â€“ City of Treasure Island & Vose Law Firm, LLP.pdf

I. COMMISSIONER REPORTS

J. ADJOURNMENT

For any person desiring to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105]. NOTE: Any transcript shall be requested and made by the individual requesting same at his or her own expense. Therefore, a court reporter may be desired or required accordingly.

Any person with a disability who needs any accommodation in order to participate in this proceeding is entitled to assistance at no cost. Please contact the Office of the City Clerk in writing at 10451 Gulf Blvd, Treasure Island, FL, 33706 or by phone at (727) 547-4575 at least two working days prior to the meeting to advise what assistance is needed.

AGENDA ITEM NO. F.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 4, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Approval of the following Minutes: September 8, 2025, Budget Public Hearing; September 16, 2025, Regular Meeting; and September 18, 2025, Emergency Meeting.
BACKGROUND:	Minutes of public meetings are governed by Florida Statute 286.011. The minutes are not required to be verbatim. Minutes will, however, include: the location, time and duration of the meeting; identification of attending Commission Members; titles of topics that were considered; action taken, in the form of motions, seconds, and votes on the motions. The City Clerk's office recognizes the historical value of providing context. To that end, the City Clerk's office may add a summary of discussions and additional details.
POLICY/PURPOSE:	The purpose of this item is to review and approve the following minutes: September 8, 2025, Budget Public Hearing; September 16, 2025, Regular Meeting; and September 18, 2025, Emergency Meeting.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	.
FUNDING:	There is no cost associated.
MOTION:	I move to approve the minutes, as presented.

ATTACHMENTS:

09.08.2025 Budget PH Minutes.docx
09.16.2025 Regular Meeting Minutes - TP.docx
September 18 2025 Minutes.docx

BOARD OF COMMISSIONERS SPECIAL MEETING
MONDAY, SEPTEMBER 8, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

Minutes

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6:01 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

Absent:

Commissioner Chris Clark

City Manager Charlie Van Zant noted that Commissioner Clark's absence was excused due to a family emergency.

C. ITEMS OF BUSINESS

Public Works Director Gary Volenec provided an update on solid waste outsourcing, as contained in background materials. Vice Mayor Vasquez asked about yard debris pickup. Mr. Volenec said yard waste would be picked up twice a week. Commissioner Dickey wanted to see the City's remaining expenses after outsourcing. Director Volenec noted the current budget reflected keeping solid waste in house.

Finance Director Victor Ortiz said after outsourcing there was potential for one full-time equivalent of about $60,000, but City staff would try to cover any additional work, and said the solid waste fund would be eliminated after any debts were paid and any remaining funds would be put in the general fund.

Mayor Doctor asked how the contract would be signed. City Manager Charlie Van Zant said solid waste outsourcing would be on the September 16, 2025, agenda and did not

believe he could sign the contract without the Board's full approval. City Attorney Anthony Sabatini said the Board would have to give authorization.

C.1 Authorize Commissioner Clark to Participate Remotely – Not Addressed.

C.2 First Budget Public Hearing for Fiscal Year 2026 Budget

Vice Mayor Vasquez moved to approve Ordinance 2025-21 adopting FY 2026 budget, with the budget document and prior year encumbrances as of September 30, 2025, at the first reading, with a second and final reading and public hearing scheduled for September 16, seconded by Commissioner Czyszczon. Mayor Doctor called for public comment.

Ms. Sarah Pennington, Isle of Palms, read comments from Commissioner Clark outlining his objections to the budget due to insufficient time to review and increased expenses.

Director Ortiz reviewed a presentation, as provided in background materials. Responding to Commissioner Dickey, Director Ortiz said the 2024 and 2025 amounts were presented for reference and validity and continued the presentation.

Commissioner Dickey noted the building fund operating expenses were projected at a historically high amount and believed the City was attempting to keep the operating expenses that were adopted due to storm recovery. Director Ortiz said he could dig into the details of the building operating account and follow up with the Commissioner. Referencing background material, Commissioner Dickey believed the budget reflected previous year's expenses that would not continue. Assistant Community Development Director Maryellen Edwards said the amount was due to the additional building inspector, the MT Causley contract increase, and software costs. Commissioner Dickey asked the City Manager to look more closely at the Building Fund.

In answer to Mayor Doctor, Director Ortiz confirmed Federal Emergency Management Agency (FEMA) funds were expected for the building fund, highlighted the building fund still owed money to the general fund, and said he would provide the amounts expected from FEMA. Commissioner Dickey reiterated that the building fund operating expenses needed to be examined. Director Ortiz stated the building fund could not operate at a deficit moving forward, would report on the amount of money expected from FEMA, but cautioned those funds were not guaranteed.

Director Ortiz resumed the presentation. Regarding the wastewater fund, Commissioner Dickey noted a six percent increase and suggested not raising the rate, which would cost $400,000 in revenue but believed the fund balance was significant enough to not have a negative impact. Director Ortiz said the City was not increasing rates, but said the increase was a pass-through increase from the City of St. Petersburg. Commissioner Dickey said he thought the account would be fine without passing along the increase from St. Petersburg. Director Ortiz noted there would only be $2 million left in the account at the end of FY 2026. Commissioner Dickey argued that was because of capital expenditures and asserted the account did not need the six percent increase. Director Ortiz said he would adjust the budget if the Commission consented but did not recommend it. Director

Volenec added that the lift stations were damaged during the storm and Public Works was evaluating a program to renovate them all. Director Ortiz explained it was important to keep a healthy balance due to the operating expenses. Commissioner Dickey said he would like the City Manager to look at the fund.

Director Ortiz resumed the presentation. Referencing the set-aside reserves, Mayor Doctor asked if the funds were from unfunded capital improvement projects. Director Ortiz confirmed. Mayor Doctor said there were very large projects that needed to be completed. Commissioner Dickey asked if the money could be used for projects. Director Ortiz did not recommend using all the funds, but they were available.

Director Ortiz continued the presentation. Commissioner Dickey asked if the solid waste outsourcing was completed, could the money be spent on other things. Director Ortiz said it could after a budget amendment and concluded the presentation.

Vice Mayor Vasquez confirmed the amounts shown in the presentation did not include expected FEMA or grant money. Director Ortiz said the reserves would increase with FEMA/Grant funds. Commissioner Dickey asked how reserve funds were invested. Director Ortiz said the City invested about $1.8 million that renewed every month and advised against long-term or high-risk investments. Commissioner Dickey noticed the interest revenue from FY 2025 was about $600,00 and appreciated the high amount and noted miscellaneous interest was budgeted lower than the previous year.

Praising the conservative approach to the budget, Commissioner Dickey believed City revenue would be higher due to the budget reflecting a higher decrease in property tax revenue than expected and lower parking revenue than anticipated. Director Ortiz explained he budgeted 95% of expected revenues.

Following remarks, Mayor Doctor agreed staff had done an excellent job, but asked about a fee schedule. Director Ortiz said there were no fee changes recommended and believed there should be a fee study. City Manager Van Zant said the fee schedule could be adjusted if the Commissioner desired. Responding to Mayor Doctor, City Manager Van Zant said he would get the fee schedule to the Commission.

Commissioner Czyszczon asked how the increased parking fee increase was going. City Manager Van Zant said he would be coming back with the results when the month was completed. Commissioner Dickey said it was a bad month due to weather issues. Police Chief John Barkley noted there were record parking tickets issues and said the City was evaluating “scoff” laws for repeat violators. Commissioner Dickey asked if parking tickets prevented people from renewing their driver’s license. Commissioner Czyszczon inquired about increasing parking fines.

Mayor Doctor favored increasing parking rates to $5 and wanted to see all the parking lots have signage that highlighted City Parking and rates. Commissioner Czyszczon did not want rates printed on signs because it would prohibit dynamic parking. Vice Mayor Vasquez agreed with Mayor Doctor. Mayor Doctor said there could be an asterisk denoting rates might vary. Commissioner Dickey did not want to make any changes until the month

parking analysis. Director Ortiz said he would bring back a full parking analysis to Commissioner Czyszczon and a credit card fee item for the October 7, 2025, workshop.

Mayor Doctor did not believe the month-long parking analysis would provide much information. Vice Mayor Vasquez agreed. Answering Mayor Doctor, City Manager Van Zant said the analysis would be a snapshot to compare to 2024. Commissioner Dickey suggested comparing July and August. Commissioner Czyszczon suggested comparing August 2023, August 2024, and August 2025.

Mr. Mark Hohe, District 3, appreciated Commissioner Dickey's questions, highlighted a request from August 8, 2025, for a summary of salaries; noted the last rate study significantly increased stormwater rates; hoped the $12 million reserve was spent wisely.

Ms. Sarah Pennington, Isle of Palms, praised Director Ortiz and Commissioner Dickey, wondered if private parking lots could be required to post they were private lots, and cautioned against lifestyle creep within the City budget.

City Attorney Anthony Sabatini read the ordinance by title only.

The motion carried four to zero.

D. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

None.

E. ADJOURNMENT

The meeting was adjourned at 7:30 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS REGULAR MEETING
TUESDAY, SEPTEMBER 16, 2025 – 6:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

Minutes

A. PLEDGE OF ALLEGIANCE

Mayor Doctor called the meeting to order at 6:00 p.m., announced speakers must have card submitted by 6:15 p.m. if they wished to speak, and asked for consensus on reducing the public comment period from five minutes to three minutes. Vice Mayor Vasquez consented. Commissioners Clark and Dickey did not agree with reducing the public comment time. Commissioner Czyszczon and Mayor Doctor agreed to the reduction.

Mayor Doctor led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

C. APPROVAL OF REGULAR AND WORKSHOP AGENDAS

There were no changes to the agenda.

D. PROCLAMATIONS, RECOGNITIONS, CERTIFICATES OF APPRECIATION – None.

E. ATTORNEY AND CITY MANAGER REPORT

Assistant City Manager Bobbie Shay Lee introduced Chaplain Andy Ellis, who led a prayer. Assistant City Manager Lee shared a report, as contained in background material; requested an emergency ordinance to repeal the Terrain Modification Manual (TMM); and asked the Commission to hold an emergency meeting on Thursday, September 18, 2025, at 4 p.m. to hear

the item. Commissioner Clark asked for specifics on what the item would do. City Attorney Anthony Sabatini said the ordinance would exempt single-family homes and properties with sea walls from the TMM to speed up repairs. Assistant Community Development Director Maryellen Edwards noted there were problems with consultants and the proposed exemption would assist residents in the short term and expedite permits. Commissioner Clark expounded on TMM issues and asked if the change was beneficial to the City as well. Assistant City Manager Lee explained the purpose. Mayor Doctor wanted to hold the emergency meeting on September 18, 2025, at 4 p.m. to discuss the emergency ordinance and asked for consensus on the time and location. The Commission consented.

F. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mr. Dennis Vagan, 11670 6th Street East, shared his personal history with Treasure Island and expressed concern with the personal attacks towards staff, the Commission, and fellow residents.

Mr. Rhett Carlton, Modern House and Building Movers, relayed problems with the City's permit process. Commissioner Clark asked if the emergency ordinance would assist.

Mr. Jeremy Patterson, Modern House and Building Movers, introduced, Terri Mounken, 11185 8th Street East, spoke about her permit experience. Mr. Patterson praised staff.

Mr. Alonso Milan, Modern House and Building Movers, elaborated on the need to work together to expedite permit/rebuilding process.

Mr. Brian Goodwin, Isle of Capri, reflected on the past year, spoke on vacant homes, recommended CDD speed up the permit process, emphasized increased crime in the City, and thought the City should not increase height and density without a Citywide vote.

Mr. Mark Hohe, District 3, wanted to know why the increased height/density ordinance included properties in the residential/community areas and advocated the ordinance be limited to specific areas.

Mr. Had Sail, former Charter Review Committee Chair, said the previous charter amendment that required a citizen vote on increased height and density was intended to prevent overdevelopment of the island and elaborated on the history behind the charter amendment.

Ms. Kimberly Stewart, Isle of Palms, spoke on the demolition of the St. Petersburg restrooms/snack shack and hoped the Commission could help speed up the permit process, praised CDD Manager Jacqueline Gabriel's work, and did not support increased height/density when it was accompanied with misinformation.

Ms. Valarie Acree, Isle of Capri, expressed her support of Vice Mayor Vasquez and the increased height/density for the Thunderbird Hotel.

Mr. Mike Braddy, 11950 4th Street East, praised Vice Mayor Vasquez and spoke against the negative comments from other residents and was for increased height/density to improve the community because of its current decrepit state.

Ms. Carol Braddy, 11950 4th Street East, shared support for Vice Mayor Vasquez and wanted the community to pull together, spoke about the negative impacts caused by the storm, favored increased height/density, and highlighted the importance of tourism in the community.

Ms. Brandy Long, Gulf Boulevard, advocated for additional ethics regulations for the City, including disclosure/recusal for personal and family conflicts of interest.

Mr. David Scott Elliot, 520 Capri, emphasized the importance of tourism for the City and believed the City should support the Thunderbird Hotel's comprehensive plan amendment.

Ms. Barb Adams, Isle of Palms, disagreed with increased height, advocated for mixed use development in the downtown area, and expressed frustration with the permit process.

Ms. Laurie Lawson, Isle of Capri, was for increased development in the City and supported the Thunderbird Hotel's increased height.

Mr. Rick Matthews, District 3, agreed negative rhetoric needed to decrease, felt the Commission needed a code of conduct, and read text messages from Commissioner Czyszczon, which were submitted into the record.

Mr. Jim Watkins, Isle of Capri, spoke on an initiative to recall Vice Mayor Vasquez.

Ms. Christa Adymy and Tammy Wickes, 295 115th Avenue, discussed the current state of the City, advocated for Mr. Jim Brainard to work on the City's master plan and encouraged development decisions be delayed until a master plan was completed.

Mr. Thomas Smith, local builder, was upset about permit process. City Attorney Sabatini advised the emergency ordinance would help alleviate the issue. Mr. Smith continued concerns with the Elevate Florida program and offered assistance to residents who may have been denied. Assistant City Manager Lee relayed Elevate Florida statistics for the City of Treasure Island.

G. APPROVAL OF MINUTES

F.1 Approval of the following Minutes: August 8, 2025, Budget Workshop.

Vice Mayor Vasquez moved to approve the minutes as presented, seconded by Commissioner Dickey, and carried five to zero.

H. CONSENT AGENDA

Vice Mayor Vasquez moved to adopt Consent Agenda, as presented, seconded by Commissioner Czyszczon, and carried five to zero.

G.1 Approval of the Contract and General Conditions for the Operation of the Treasure Island and Madeira Beach Chamber of Commerce Friday Morning Market.

G.2 Advanced Life Support First Responder Contract, Amendment 1, with the Pinellas County EMS Authority.

G.3 Authorize the City Manager to enter into a Tourism Promotion Agreement with Pinellas County on behalf of Visit St. Petersburg/Clearwater for the 16th annual Sanding Ovations presents *The Gallery of Sand*

G.4 FY25 Contract for Services with Pinellas County Sheriff's Office

H. ITEMS OF BUSINESS

H.1 Second Reading of Ordinance 2025-19 - Budget Amendment to recognize additional expenses of $3,283,300 incurred during Hurricanes Helene and Milton

City Attorney Sabatini read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-19 at the second and final public hearing, seconded by Commissioner Dickey, and carried five to zero.**

H.2 Second Reading of Ordinance 2025-18, Amending FY 2025 to Recognize a Loan from the General Fund to the Building Fund in the Amount of $1,100,000.

City Attorney Sabatini read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-18 at the second and final reading, seconded by Commissioner Czyszczon**, who asked how the loan would be repaid. Finance Director Victor Ortiz said a strategy for repayment was needed and explained the fund had historically operated at a higher cost than revenue received. Commissioner Czyszczon inquired if there was a timeframe, which Director Ortiz said there was not. Mayor Doctor stated there was money expected from Federal Emergency Management Agency and called for public comment, with no response. **The motion carried five to zero.**

H.3 Second Public Hearing for Fiscal Year 2026 Budget

Attorney Sabatini read the ordinance by title only. **Vice Mayor Vasquez moved to approve Ordinance 2025-21, adopting the FY 2026 budget at the second and final public hearing, seconded by Commissioner Czyszczon.** Mayor Doctor called for public comment.

Mr. Mark Hohe, District 3, asked about the Police vehicles purchased from the Penny for Pinellas funding and wondered if it was reflected in the general budget. Director Ortiz explained how the Capital Improvement Program budget was divided between multiple years, and reviewed a presentation, as contained in background material. Regarding the stormwater rate increase, Commissioner Dickey wanted confirmation the rate increase was not included in the current item. Director Ortiz confirmed and continued the presentation.

Ms. Sara Pennington, District 2, commended Director Ortiz for his work on the budget, expressed concerns about the increased budget compared to the decrease in population and the volatility of revenue funds.

Commissioner Clark asked for more time to review budget items during the next budget cycle, praised Director Ortiz and City Manager Charlie Van Zant for reducing personnel costs, but wanted time to review any future budget amendments, wanted costs to be offset with cuts, wanted a consolidated capital plan, and a clear financing plan for any amendments to the capital budget. Director Ortiz agreed the City could do better with timelines.

The motion carried five to zero.

H.4 Provide for the outsourcing of Solid Waste Services to Waste Pro Florida Incorporated

Vice Mayor Vasquez moved to authorize the City Manager to sign the piggyback agreement to outsource Solid Waste Services to Waste Pro of Florida Incorporated, seconded by Commissioner Dickey. Mayor Doctor called for public comment.

Ms. Kimberly Stewart, Isle of Palms, was glad for outsourcing but wanted better methods to address yard waste.

Commissioner Dickey appreciated staff answering his questions and appreciated the work. Commissioner Clark appreciated Public Works Director Gary Volenec, who made remarks on the effort to get solid waste outsourced. **The motion carried five to zero.**

Commissioner Dickey wanted an item on the next agenda to exclude RFM-30 from the Thunderbird's application for increased height and density. Attorney Sabatini suggested the item be made as a motion, so the amendment could be prepared by staff and be reviewed for full consideration. Vice Mayor Vasquez asked how the Commission could amend the ordinance if it was with the State for review. Attorney Sabatini advised the motion would be to prepare a future amendment. Commissioner Dickey moved to amend Ordinance 2025-16 and Ordinance 2025-17 to exclude the RFM 30 zone, leaving the two ordinances dealing strictly with RFH-50, which was the West Gulf Boulevard area, seconded by Commissioner Clark (the motion was not voted on). Attorney Sabatini said the vote was to prepare an amendment for future consideration. Mayor Doctor expressed confusion about how the item could be amended if it was submitted the state. Attorney Sabatini reiterated the motion was to make an amendment once the ordinances were returned for second reading, which was an indeterminate amount of time. Commissioner Czyszczon wanted to know if the item could be tabled due to a lack of information.

Commissioner Dickey said no Commissioner asked the East side of Gulf Boulevard be included in the amendment. Assistant City Manager Lee invited the Thunderbird Hotel representatives to speak on their reasoning. Ms. Laura Rubenstein, Thunderbird Hotel representative, requested the Commission relay the requested change which might be able to be made to the Land Development Regulations, rather than the Comprehensive Plan amendment which was in review with the State, and continued with an explanation of the application rationale.

Commissioner Dickey felt the ordinance had been approved without enough consideration for the East side of Gulf Boulevard and it was better to address the zoning areas earlier than later, relayed concerns from residents about tall buildings on both sides of Gulf Boulevard. Vice Mayor Vasquez said she voted for the application because it opened the door for future developers and felt it was improper to make changes while it was reviewed by the State and with little notice to the applicant.

Commissioner Clark said Commissioner Dickey's motion protected the Thunderbird, was not comfortable with how development would progress without a master plan, and argued for a consultant that would create a master plan. Vice Mayor Vasquez asserted private property owners did not have to engage in a public-private partnership, was not opposed to placing a

master plan on a workshop, but did not feel it was beneficial to delay development. Commissioner Clark did not think there would be a time lag if the City adopted a master plan. Mayor Doctor said Commissioner Dickey's motion was not on the agenda was because there had not been enough time to consider the request. Commissioner Dickey explained the effort to put the item on the agenda last minute was to give the Commission as much notice as possible, did not want to hold up the Thunderbird Hotel's plan. Commissioner Czyszczon requested backup materials.

Attorney Sabatini advised there was no public comment required. Mayor Doctor asked what happened if the motion died. Attorney Sabatini said Commissioner Dickey could restate his motion to have the item to the next agenda.

Commissioner Dickey moved to have the discussion about the two ordinances, specifically as they apply to the RFM-30 zone to the next Commission meeting, seconded by Vice Mayor Vasquez. The motion carried four to one; Commissioner Czyszczon voted no.

I. COMMISSIONER REPORTS

Vice Mayor Vasquez spoke on the 9/11 Walk, highlighted the Music event at Roselli Park, and thanked the everyone who had contacted her to express support, and stated she would not resign.

Commissioner Clark thanked everyone who proposed changes to the TMM, supported a code of ethics for the Commission and said the City Attorney could draft something for the City. Attorney Sabatini said an ethics code would be a significant endeavor that would require a workshop to discuss and a favorable vote.

Commissioner Czyszczon noted code enforcement issues in his district regarding Halloween decorations and wanted to know if the Commission would entertain a motion to prevent those types of permanent decoration, asserted fences along the causeway needed to be replaced, wanted the City cleaned up, asked the City clerk to keep a list of open items with due dates and the person who was responsible to keep everyone accountable, asked the Attorney Sabatini if he could ask for addresses from people who email him. Attorney Sabatini advised he could request addresses but did they did not have an obligation to respond. Assistant Manager Lee said a code complaint did require an address. Commissioner Czyszczon asked residents to keep an eye out for storm drains and inquired about the status of the street sweeper. Assistant Manager Lee said the street sweeper would be considered October 21, 2025.

Commissioner Czyszczon asked about the deadline to place items on the agenda. City Attorney Sabatini explained the agenda rules and suggested a new rule stating last minute items would need to have approval from the majority of the Commission. Commissioner Czyszczon asked about the method of contact to the Commission, which Attorney Sabatini said would be email or phone call.

Commissioner Clark proposed a hypothetical item. Attorney Sabatini responded the proposed change would only apply to items added after Thursday at 5 p.m. Commissioner Czyszczon questioned backup materials included with an item.

Commissioner Dickey praised Ms. Karen Barnett's efforts in the City, refuted assertions that District 4 residents did not want growth, but said the residents did not want increased height.

Mayor Doctor appreciated the polite, constructive resident feedback, commented on the level of questions and feedback, and said there would be a workshop to work through the height/density issue.

J. ADJOURNMENT

The meeting was adjourned at 8:23 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

BOARD OF COMMISSIONERS EMERGENCY MEETING
THURSDAY, SEPTEMBER 18, 2025 – 4:00 PM
CITY HALL CHAMBERS
10451 GULF BLVD
TREASURE ISLAND, FL 33706

MINUTES

A. CALL TO ORDER

Mayor Doctor called the meeting to order at 4:00 p.m. and led in the pledge of allegiance.

B. ROLL CALL

Present:

Mayor John Doctor
Vice Mayor Tammy Vasquez
Commissioner Chris Clark
Commissioner Arthur Czyszczon
Commissioner Arden Dickey

C. ITEMS OF BUSINESS

C.1. Emergency Ordinance 2025-23, Repealing Certain Sections of Chapter 69 and 76

Mayor Doctor called for public comment.

Mr. Rhett Carlton, Modern House and Building Movers, explained distributed materials contained in background material and highlighted the discrepancies in approvals and denials.

Mr. Alonso Milon, Modern House and Building Movers, referenced Mr. Carlton's materials and expressed frustration with the notes provided on the site plan review and urged approval of the ordinance to speed up the permit process.

Mr. Richard Harris, 374 Bay Plaza, spoke about work on a residential lot grading policy developed by City and emphasized City staff was not responsible for ensuring plans were submitted complete, noted he was volunteering to assist residents and the City speed up the process, and said the City process was declining.

Mr. West Evans, Isle of Palms, reminded the Commission the Terrain Modification Manual was passed six months ago despite opposition from the community.

Mr. Mark Hohe wanted to speak after the Commission discussion.

Mr. Tom Smith, Indian Rocks Beach, spoke about the home elevation process and difficulties with working with the City of Treasure Island, asked if the ordinance was passed that the permit for his customer be issued immediately, and requested a meeting in November to discuss with fellow contractors to get homes built quickly.

Mr. Ross Sanchez and Barron Sanchez, 44 Dolphin Drive, remarked on hardships from the storm and asked the Commission to consider residents who were nearly complete with the permit process and make it clear for those people who had already moved through the process, and wanted future fill dirt enforcement to be considered.

Mr. Harlan Heshelow, Legacy Design Group, relayed difficulties getting permits approved with the City of Treasure Island and urged future plans be simple and touched on swale requirements.

City Attorney Gavin Rollins read the ordinance by title only and advised because it was an emergency ordinance it would take effect immediately and required a two-third vote. Mayor Doctor asked for clarity on the Ordinance number, which was 2025-23.

Community Development Department Assistant Director Maryellen Edwards explained the ordinance impacts and sought direction from the Commission on how to move forward with permanent changes to the Terrain Modification Manual (TMM). Vice Mayor Vasquez asked how residents going through the process would be impacted if the TMM was repealed entirely. Assistant Director Edwards said the permits would be reviewed under the remaining code and most requirements were in the manual. Attorney Rollins confirmed the previous code was sufficient to review the drainage plans. Noting the TMM was a product of the need for fill dirt, Vice Mayor Vasquez asked what fill dirt would be allowed if the TMM was repealed. Assistant Director Edwards said fill dirt would be allowed but under less stringent conditions. Vice Mayor Vasquez only wanted confirmation fill dirt would be allowed.

Commissioner Dickey wanted clarity about the current code. Assistant Director Edwards said the TMM was an amendment to the code and the Land Development Regulations (LDR) allowed fill dirt. CDD Manager Jacqueline Gabriel explained fill dirt was still within the code. Commissioner Dickey confirmed the ordinance under consideration would allow 49 permits in the queue to be approved and wanted reassurance the vote was for the specific ordinance not the TMM.

Attorney Rollins said the commission needed to vote on the emergency, temporary ordinance and give staff direction on how to move forward with a permanent adjustment which might include State review.

Commissioner Clark spoke against the TMM, believed the previous staff did not want to provide a simple fill dirt ordinance, asked why the TMM could not be rescinded and variances given until the new simple fill dirt ordinance was ready. Following comments, Assistant City Manager Bobbie Shay Lee explained the emergency ordinance would also help staff determine what could

be in the final ordinance; and, responding to Commissioner Clark, said staff could have something ready in 60 days once direction from the Commission was received.

Conversation ensued on the impacts of the emergency ordinance and how permanent change would be enacted. Commissioner Clark did not want residents to have to consult with outside engineers. Assistant City Manager Lee emphasized that was the type of direction staff needed. Commissioner Clark did not want Advanced Engineering Design to be part of the process. Vice Mayor Vasquez agreed, and included that Applied Science should not be included either. Assistant City Manager Lee reiterated clear direction was requested.

Commissioner Clark asked who the in-house engineer would be for the City. Assistant City Manager Lee said Mr. Harris had volunteered, and payment would be required for insurance process. Commissioner Clark did not like that Mr. Harris was an advocate for TMM. Attorney Rollins advised the Commission could vote on the emergency ordinance then move into direction. Commissioner Clark questioned whether the drainage plans were always done in-house/contracted out. Manager Gabriel said the review was split depending on the plans.

Public Works Director Gary Volenec thought the waiver period provided time to move the City away from TMM, was confident Mr. Harris and himself would be able to simplify the process; and noted there were in-house resources to review drainage plans for standard lots.

Referencing the emergency ordinance, Commissioner Czyszczon wanted confirmation it complied with State and Federal Emergency Management Agency requirements. Attorney Rollins confirmed there were no conflicts. Commissioner Czyszczon asked if any legal challenge could be foreseen. Attorney Rollins did not foresee legal challenges because the change reduced restrictions.

Mayor Doctor called for public comment.

Mr. Mark Hohe, District 3, reflected on the problems with the TMM and believed the entire manual would be removed, appreciated and supported Mr. Harris' willingness to assist, and encouraged the Commission to vote in favor of the emergency ordinance and give direction to revoke the TMM.

Mr. Richard Harris, Local Planning Agency (LPA) Chair, said the LPA conditions gutted the TMM, believed staff contracting out engineering work was the cause of the delay, and did not think the TMM was the problem, it was the process.

Mr. Rhett Carlton, Modern House and Building Movers, spoke to the difficulties of working with a private provider and said the checklist was not helpful.

Vice Mayor Vasquez moved to approve Emergency Ordinance 2025-23 repealing certain sections of Chapter 69 and 76, as presented, seconded by Commission Dickey, and carried five to zero.

Assistant City Manager Lee confirmed some initial direction would be helpful to moving toward a more permanent solution. Vice Mayor Vasquez wanted outside engineers to go away,

Commissioner Clark agreed. Commissioner Czyszczon wanted engineering in-house, Mr. Harris to assist, and an Request for Proposal (RFP) for engineering in-house. Attorney Rollins advised staff should do final approval, although Mr. Harris could do reviews and provide advisory services. Following remarks, Attorney Rollins believed it would be beneficial to provide some type of compensation and make Mr. Harris an official employee; Assistant City Manager Lee agreed. Mayor Doctor said Mr. Harris could be a temporary employee. The Commission consented.

Assistant City Manager Lee asked for input from staff regarding the TMM. Director Volenec said the City needed to develop a simple process and would work on that over the next 30-60 days.

Following talks, Mayor Doctor wanted a weekly report on staff's progress. Assistant City Manager Lee offered an update every two weeks at Commission meetings on TMM and weekly updates on impacts to permits from the emergency ordinance. Commissioner Clark wanted confirmation a new simple plan could be developed and then TMM repealed. Commissioner Dickey wanted to know the specific permits impacted by the emergency ordinance.

Following remarks, **Vice Mayor Vasquez moved the City Commission of Treasure Island immediately terminate the services of Mr. Sabatini and the Sabatini Law Firm as City Attorney, due to repeated failures to meet contractual obligation and a clear lack of professionalism that had damaged the credibility and legal standing of the City,** detailed concerns for punctuality to meetings, reliable office hours, misrepresentation of legal opinions that damaged the City's reputation with County partners and residents, and further **moved the City Manager be directed to immediately issue an RFP to solicit qualified candidates or firms for the position of City Attorney, ensuring that Treasure Island secure the processional, reliable, and ethical legal representation it both required and deserved, seconded by Commissioner Czyszczon.**

Mayor Doctor said the emergency meeting was supposed to be limited to a single subject and did not believe it was the appropriate time to make the motion. Vice Mayor Vasquez expounded on the need for the motion because of the length of time until the next meeting and the upcoming important projects. Mayor Doctor regretted the City Manager, Charlie Van Zant, was not present to provide input and wanted to hear his opinion. Vice Mayor Vasquez believed it was the Commission's responsibility to make the decision.

Commissioner Dickey agreed with Vice Mayor Vasquez that it would be beneficial to move to a new City Attorney. Commissioner Clark did not like it was being discussed at an emergency meeting. Commissioner Czyszczon agreed the City Attorney should be replaced.

The motion carried three to two; Commissioner Clark and Mayor Doctor voted no.

D. ADJOURNMENT

The meeting was adjourned at 5:12 p.m.

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, City Clerk

AGENDA ITEM NO. G.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: Cathy Hayduke, Parks & Recreation

ITEM TYPE: Request to Commission

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize spending authority for the purchase of Barber Surf Rake in the amount of $84,655 from H. Barber & Sons, Inc.

BACKGROUND:

The Baber Surf Rake is currently used for beach maintenance and fish collection during red tide events. The existing unit was purchased used from the City of Madeira Beach and has since presented ongoing maintenance issues that are increasingly impacting operational efficiency.

Maintenance issues recently addressed:

- Entire belt system replaced
- Rake tongs are deteriorating and falling apart, reducing effectiveness in debris collection
- Hydraulic system needs to be replaced

POLICY/PURPOSE: The City's Purchasing Policy requires Commission approval to authorize purchases over $25,000

STRATEGIC PLAN RELEVANCE: COMMUNITY, Goal 1: Create a vibrant, active, walkable, engaging and thriving community that welcomes locals, families, visitors and tourists.

ANALYSIS/DISCUSSION: H. Barber & Sons, Inc. is the sole manufacturer and

distributor of the Barber Surf Rake line of mechanical beach cleaners in the United States. The company does not authorize third-party distributors or resellers for its equipment, parts, or accessories. As a result, all purchases of new Barber beach rakes and OEM replacement parts must be made directly through H. Barber & Sons, Inc.

The Barber Surf Rake is recognized as the industry standard in mechanical beach cleaning equipment and offers unique proprietary technology, including:

- A patented raking and screening system that effectively removes debris while leaving clean sand behind.
- Exclusive design features and component compatibility not available from other manufacturers.
- Proven reliability and compatibility with existing Barber equipment and parts currently owned by the City (if applicable).

Due to the lack of authorized alternative vendors and the proprietary design of the Barber Surf Rake, competitive bidding is not feasible. Therefore, this purchase qualifies as a sole source procurement under the City's purchasing policies.

FUNDING: Funds in the amount of $78,111 are budgeted in FY2026, Capital Improvement Projects (CIP), Vehicle & Equipment.

MOTION: I move to approve and authorize the City Manager's Purchase Authority to H. Barber & Sons, Inc.in the amount of $84,655 for the purchase of Barber Surf Rake.

ATTACHMENTS:
H. Barber & Sons, Inc. Quote.pdf

Quotation

QR-500810A

October 10, 2025

H. Barber & Sons, Inc.
15 Raytkwich Drive, Naugatuck CT 06770
Tel: (203) 729-9000 Fax: (203) 729-4000
www.hbarber.com

Prepared For	**Jason Pagano**
	CITY OF TREASURE ISLAND
	Treasure Island, FL
	Country: United States
	Phone: 727-224-7228
	Email: jpagano@mytreasureisland.org

Chris Kelly
Email: cjk@hbarber.com
Office: 703-435-1100
Mobile: 203-232-5970

SALESPERSON	Freight Terms	Availability	SHIP VIA	Ship To:	Payment Terms
Chris Kelly	FCA Treasure Island, FL	10-21 Days ARO	Barber to arrange trucking	Treasure Island, FL	Net 30 Day

QUANTITY	ITEM	DESCRIPTION	UNIT PRICE	SELLING PRICE
1.00	600HDS	600HDS BARBER SURF RAKE	69,000.00	**USD 69,000.00**
1.00	600HDGAL	601HD Galvanizing - Hot Dip	5,600.00	**USD 5,600.00**
1.00	530AS02	601HD Finisher Assy Auto	3,000.00	**USD 3,000.00**
1.00	522AS03A	601HD Moldboard Hydraulic	3,500.00	**USD 3,500.00**
1.00	6-LIGHTS & STROBE	601HD Light Assembly with Strobe	1,680.00	**USD 1,680.00**
			SUBTOTAL	USD 82,780.00
Warranty:	MANUFACTURER'S STANDARD WARRANTY		TAX	N/A
			SHIPPING	USD 1,875.00
			TOTAL FCA Treasure Island, FL	USD 84,655.00

Notes:

AGENDA ITEM NO. G.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: Jeffrey Agrall, Public Works

ITEM TYPE: Resolutions

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Authorize the City Manager to Purchase a new Street Sweeper for $400,950.00 using the Sheriffs Association Cooperative Purchasing Program.

BACKGROUND: Currently, the City contracts with Sweeping Corps of America to perform street sweeping services on Treasure Island. However, numerous complaints have been received from residents as well as staff has observed that the level of service being provided is unsatisfactory.

Street sweeping is an essential component of our stormwater management system. Operations must comply with the National Pollutant Discharge Elimination System (NPDES) permit, which mandates regular street cleaning to prevent pollutants such as sand, debris, and other materials from entering storm drain inlets. If these materials are not removed regularly, they can clog stormwater piping, reduce their capacity, and ultimately contribute to street flooding during rain events.

Beyond helping address localized flooding, routine and effective street sweeping significantly reduces pollution entering our waterways, supporting our broader environmental goals and compliance obligations.

To address these concerns and improve service quality, Public Works is requesting approval to purchase a new street sweeper to bring the operation in-house under the Utilities Department. This will allow us to:

- Increase the frequency of sweeping

- Ensure consistent quality and adherence to environmental standards
- Respond quickly to storm events and debris buildup
- Better maintain our stormwater infrastructure and reduce long-term maintenance costs

Bringing this service in-house is a proactive and necessary step to protect our streets, infrastructure, and waterways, while also delivering improved responsiveness and accountability to our residents.

POLICY/PURPOSE: The purchase of any item greater than $25,000 requires spending authority from the City Commission.

STRATEGIC PLAN RELEVANCE: Goal 1: Protect City assets to sustain the future of Treasure Island

ANALYSIS/DISCUSSION:

Staff discussed the possible acquisition of a street sweeper with other entities and vendors to evaluate the best system to employ on Treasure Island. The criteria used to select the Sweeper are as follows:

- Bed Size - 8.4 cubic yards
- Regenerative Air System -
- Stainless-steel bed is provided with a Lifetime Warranty
- Video Equipped with cameras that are compatible with the City Samsara equipment
- Bed will come painted Treasure Island "blue", not requiring aftermarket painting

FUNDING: We propose funding this purchase using $385,000 collected from the sale of the old Solid Waste vehicles plus the remaining $15,950 from the General Fund.

MOTION:

I move to authorize the City Manager to Purchase a new Street Sweeper for $400,950.00 using the Sheriffs Association Cooperative Purchasing Program.

ATTACHMENTS:

Treasure Island A7 New - Tampa Crane - Purchase Agreement - Version 3.pdf
A7 Tornado SE ~ Treasure Island No Price.pdf

TAMPA CRANE & BODY

5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

OPPORTUNITY NAME	PURCHASE AGREEMENT DATE	EXPIRATION	EST. DELIVERY UPON ORDER RECEIPT	FOB POINT	TERMS
Treasure Island A7 New	08-21-2025	10-31-2025	10-31-2025	N/A	Net 30

CUSTOMER INFORMATION:

Salesperson. Bill Yoder

Customer: City of Treasure Island **Contact:** Jeffrey "JP" Agrall

Address: 120 108th Avenue, Treasure Island, FL 33706-4702

Phone: ((72)7) -4575 **Cell Phone: ((72)7) -4190** **Email Address: jagrall@mytreasureisland.org**

EQUIPMENT DESCRIPTION

INV Number	Year	Make	Model
INV-00003496	2025	Schwarze	A7 SE

SPECS

Specs per attached EBS

FSA Information
Contract: FSA23-EQU21.0, Equipment

Group: Sweeper: Regenerative Air Street Sweeper

Item: 410, Schwarze Industries, A7 Tornado, A7 Tornado

Trade In Information

Trade In Year	Trade In Make	Trade In Model	Trade In Amount

Add Ons Price each	Misc Charge Details
$0.00	

TERMS OF SALE:

Purchase Price Each:		$397,455.00
Purchase Quantity:		1
Total		$397,455.00
Add Ons Total		$0.00
Less Trade in value(s):		
Sales Tax: Applicable sales taxes will be applied to final invoice.		TBD
Federal Excise Tax 12%	each	
Federal Excise Tax Total		$0.00

Title, Registration, and Dealer Fees		**total**	**$495.00**
Freight Each:			**$3,000.00**
Total Freight:			**$3,000.00**
Total Amount Due:	****If a deposit is required, a deposit invoice will follow. ****		**$400,950.00**

TERMS AND CONDITIONS:

1. Customer's responsibilities. Customer agrees to pay Tampa Crane & Body (Tampa Crane) all charges required by law to be collected, including without limitation all tag, title, license, and all federal, state, and local taxes. Although Tampa Crane has used its best efforts to accurately state the amounts due under this Agreement, Customer remains liable for any additional amounts which may be assessed by law against Tampa Crane. Unpaid or past due balances will be assessed a 1.5% per month interest charge, (18% per annum).

2. Deposit. Should Tampa Crane fail to accept this offer or be unable to deliver the vehicle as promised, the Customer's sole remedy against Tampa Crane shall be a return of the deposit as liquidated damages. Should Customer fail to take delivery of the vehicle for any reason or otherwise breach this agreement, Tampa Crane may elect to retain the deposit, and sue for any actual damages incurred by Tampa Crane for work done, costs incurred, and for any incidental or consequential damages caused by Customer's breach.

3. Warranties. All used vehicles are sold **"AS IS, WITHOUT WARRANTY", either express or implied. Tampa Crane SPECIFICALLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER REPRESENTATIONS TO THE CUSTOMER NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.** No other person is authorized to make any representations or warranties on behalf of Tampa Crane, unless made or assumed in writing by Tampa Crane.

4. Limitation of Liability. Customer shall have the right to fully inspect the vehicle at the time of delivery. Acceptance of the vehicle constitutes Customer's waiver of all claims against Tampa Crane for all actual, incidental or consequential damages, including without limitation: a) loss, damage or delays for any reason; b) failure to supply any property ordered hereunder unless Tampa Crane receives notification of such failure within one week of delivery; c) loss of use, loss of time, lost profits or income; d) changes in design, materials or specifications explicitly specified by the Customer; e) modifications to the vehicle that the Customer specifies to be performed by others; and f) defects in design, materials or workmanship unless Tampa Crane receives notification of such defects within one week of delivery.

Customer shall defend, indemnify and hold harmless Tampa Crane and its subsidiaries and affiliated companies, their officers, agents and employees against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury including death, and property damage, sustained by any person or persons including but not limited to the officers, agents and employees of Customer, as a result of the Customer's maintenance, use, operation, servicing, transportation, defect in or failure of the vehicle, whether such bodily injury, death or property damage is due or claimed to be due in whole or in part, to any neglect, default, defect, fault, failure, act or omission, by or on behalf of Tampa Crane, its officers, agents and employees or any other person, including but not limited to any claims of strict liability in tort, breach of warranty, and/or negligence.

5. Modifications by Others. Customer acknowledges that any requested modifications to the vehicle that the Customer specifies to be performed by others are Customer's sole responsibility, and Customer shall reimburse Tampa Crane for the cost of such modifications, regardless of whether Customer takes delivery of the vehicle. Tampa Crane is not liable for any defects in design, materials or workmanship, or any errors or omissions by such third parties.

6. Miscellaneous. Risk of loss shall pass to the Customer upon acceptance of delivery of the vehicle. A facsimile of this agreement shall have the same legal effect as an original hereof. Venue for any actions involving this agreement, including counterclaims, crossclaims or third-party claims shall be exclusively in Hillsborough County, Florida, and this agreement shall be construed under the laws of the State of Florida. This agreement may not be assigned by Customer. This agreement expresses the entire agreement of the parties. If any part hereof is contrary to, prohibited by or deemed invalid under applicable laws or regulations of any jurisdiction, such provision shall be inapplicable and deemed omitted but shall not invalidate the remaining provisions hereof. In the event that Tampa Crane is required to employ an attorney to enforce any of the terms of this agreement, Customer shall be liable for all reasonable attorney's fees and costs, regardless of whether suit is instituted, through and including all trials, appeals and bankruptcy proceedings.

I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CUSTOMER:		**Tampa Crane REPRESENTATIVE:**	
_____	Signature	_____	Signature
_____	Print Name	_____	Print Name
_____	Customer PO Number	_____	Date
_____	Date	_____	Contact Email
		_____	Contact Cell

Tampa Crane & Body
5701 N 50th St.
Tampa, FL 33610
(813) 246-5510 (Office)

A7 Tornado SE

M2 106 Freightliner with sweeper body

ELECTRONIC BUILD SHEET AND PURCHASE ORDER

Purchase Order Number	Special Option Request

SOLD TO: Dealership Name "Buyer"	CUSTOMER NAME "Buyer"

Address:		**Address:**	
Contact Name:		**Contact Name:**	
Contact Phone:		**Contact Phone:**	

A7SE TORNADO STANDARD EQUIPMENT

SWEEPER ENGINE	PICKUP HEAD
Fuel water separator	90" x 36" Sweeping Head with Rubber Blast Orifice
Safety engine shutdown device	3/8" thick, 14" dia Pressure hose, 14" Suction Hose
Battery and 50 gallon fuel tank shared with chassis	Sweeps-in-Reverse
160 amp alternator	Doublewide full length carbide drag shoes Warranted against wear-out, two years/2000 hours, prorated.
High capacity air cleaner	
HYDRAULIC SYSTEM	**DUST CONTROL SYSTEM**
25 gallon vented hydraulic reservoir, w/shut-off valves	Twin Electric diaphragm water pumps with inlet restriction indicator
Tank mounted level and temperature indicator	Water tank capacity 480 gallons, polyethylene
Hydraulic pressure, 2500 psi	25-foot long fire hydrant fill hose
In-tank 10 micron return filter with in-cab indicator	50 mesh cleanable filter, with shut off valve
9000 BTU oil to air radiator type oil cooler	Water spray nozzles shall be provided as follows:
12-volt DC hydraulic backup system	Five at pickup head, two nozzles inside hopper
DUST SEPERATOR	Two at gutter broom, per option selected
Centrifugal dust separator, 29000 cu in. with 1680 sq in. door	Two nozzles in suction tube, two at front axle
	An air purge system for flushing water lines
HOPPER	**OPERATING CONTROLS**
Mild Steel, 8.4 CuYd, 7 CuYd usable Capacity	Sweeper power control, with auto throttle standby
Screens - 5615 square inches, saw tooth design	Broom deploy, tilt and speed
Twin dumping cylinders, 51 degrees	Head up/down or leaf bump, sweep in reverse
Rear door hydraulically opened, closed and locked	Dust control water by zone
Dual 20" X 32" watertight inspection doors, 1 left, 1 right	Hopper dump - in cab and at side broom
External weatherproof dump switches	Sweeper lighting and beacons
Shroud enclosing the blower system	**INSTRUMENTS**
BLOWER	Full color hi-res display with the following:
Closed face turbine 10 curved blades, 32.75" dia. by 5" wide	Water level, broom speed, hopper load, vacuum enhancer position
500 Brinell hardness abrasion resistant steel	Sweeper and drive system diagnostics
Fully balanced within 1.5 grams on both sides	Hopper tilted and door open indicator
Vacuum enhancer, w/indicator in cab	Swiveling console for left or right sweeping
Remote grease lines for fan bearing	Hyd. temp. & filter restriction
SWEEPER WARRANTY	**SAFETY EQUIPMENT**
Sweeper 12 Months, 1200 Hours	Two body props to lock hopper in raised position
VPD Device 36 months, unlimited hours	Rear Amber LED Strobe With Guard
Chassis sweeper engine 36 Months	2 rear yellow alternating LED flashing lights
Sweeper hydraulic pumps and fittings 5 years	Slow moving vehicle emblem, backup alarm, 5-lb fire extinguisher, and a warning triangle kit
Sweeper hydraulic motors and valves 2 years	
	Rear view camera

QTY	DESCRIPTION		
	POWER MODULE OPTIONS		**SIRGNSE**
1	M2, 240 hp VPD sweeper drive		
	Subtotal Auxiliary Engine Options		
	SWEEPING HEAD OPTIONS		
1	Standard w/ rubber blast orifice		
1	Sweep Head Deluge		
	Side Blast Head		
	Subtotal Sweeping Head Options		

	GUTTER BROOM OPTIONS		
1	Gutter Broom, Dual W/Power Tilt and variable speed		
1	Gutter Broom, GEO Dual		
	Gutter Broom, RH W/Power Tilt and variable speed		
	Gutter Broom, GEO RH		
	Gutter Broom, GEO LH		
	Gutter Broom, Poly Segments, each		
	Gutter Broom, In-Cab Down Pressure	206C16	
1	**Standby, Full w/Throttle Ramp**		
1	**Variable Speed Gutter Broom(s)**		
	Subtotal Gutter Broom Options		

	MISCELLANEOUS OPTIONS		
	VPD CAN Trace/Diagnostic Kit	206D26	
	Manual, Sweeper, Additional Copy *(Paper)*		
	14 Point Standard Remote Grease Manifold		
1	**Camera System, Single**		
1	Camera System, Dual *(Must list location of 2nd camera in Special Options)*		
	Camera System, Three *(Must list location of 2nd & 3rd camera in Special Options)*		
	Camera System, Four w/ Split Screen *(Location of camera 2, 3, 4 in Special Options)*		
	Alarm, Smart Backup, 97db-107db		
	Leak Detection Kit		
1	Autolube, Vogel Body Only		
	Autolube, Vogel Body & Chassis		
	Autolube Fill Kit		
	Basic Sweeper Only Wrap	**SOR**	
	Subtotal Miscellaneous Options		

	WATER SYSTEM OPTIONS		
1	**Water Tank, Standard 470G**		
1	**Water Tank Low Level Alarm & Ind.**		
1	Spray Bar, Front	204E89	
	Spray Bar, Hopper Add. 4 Nozzles		
	Spray Bar, Hopper Add. 7 Nozzles		
	High Pressure Washdown Wand W/ Pump 2000 psi		
1	High Pressure Washdown W/ 50' Hose Reel 2000 psi		
	High Pressure Front Spraybar, Gun, Reel, Detergent Tank 3000 psi		
	Pressure Side Water Injector		
	Additional 80 gallon rear poly tank		
	Water Fill Inline Y Strainer	206B28	
	Subtotal Water System Options		

	HOPPER OPTIONS		
1	**Hopper, 8.4 CuYd Carbon Steel, Drop Down Screens**		
1	Auto Drop Down Screens *(All Hoppers)*		
	Hopper, all materials, add Remote DD Screens		
1	Hopper Sound Suppression		
1	Hopper Dump Assist Shaker		
1	Hopper, High Strength Stainless Steel ***~LIFETIME WARRANTY~***		
	Hopper W/ Remote DD Screens High Strength Stainless Steel ***~LIFETIME WARRANTY~***		
	Hopper, 304 Stainless Steel ***~LIFETIME WARRANTY~***		
1	**Hand Hose - None**		
	Hand Hose, 8" Spring Boom *(Remote Engine Throttle Included)*		
1	Hand Hose, 8" Power Boom *(Remote Engine Throttle Included)*		
	Hand Hose, 8" Power Boom HD with extend *(Remote Engine Throttle Included)*		
	Two Button Pendant Control for Power Boom ***(on HD boom, only one action controlled)***		
	Hand Hose Extension 4FT Long Rear Mount - 4 Max *(not compatible w/ rear water-tank)*		
	Hand Hose Extension 4FT Front Bumper Mount - 2 Max (not compatible w/front magnet)		
	Hand Hose Water Nozzle		
	Rear Bumper Stow & Go - Rear Tube Holder		
1	**Hopper Deluge - None**		
1	Hopper Deluge, Conical Spray		
	Hopper Deluge, 4 Nozzle, Conical Spray		
1	**Load Weight Alarm & Indicator**		
1	**Hopper Up Alarm & Indicator**		
1	**Hopper Door Open Indicator**		
	Hopper Dump Switches Exterior Right Side Only *(In Lieu of Standard Left)*		
	Hopper Dump Switches Exterior , Both Sides		**A7 Tornado SE ~ No Price**

1	Hopper Drain - None or		

	Hopper Drain 6" (SS)		
	Dual Hopper Drain, 6" (SS)		
		Subtotal Hopper Options	
	REAR LIGHTING OPTIONS		
1	**Strobe, Rear W/Guard**		
	Strobe, Dual Rear LED		
	Strobe, Dual Rear W/Guard LED		
	Arrowboard, Traffic Guide, LED		
	Barlight, Rear LED		
	Barlight, Rear W/Guard LED		
	Floodlight, LED *(Must list location in Special Options)*		
	CAB LIGHTING OPTIONS		
	Strobe, Cab LED. SAE class 2		
1	Strobe, Cab LED W/Guard. SAE class 2		
	Strobe, Dual, Cab LED W/Guard. SAE class 2		
	Barlight, 56" Cab Conventional LED. SAE class 1, Cal Title XIII		
	Barlight, 16" Cab W/Guard, Conventional, LED. SAE class 1, Cal Title XIII		
	Grill Mounted Strobes (2)	204J60	
	Grill Mounted Strobes (4)	204T21	
		Subtotal Lighting Options	
	SPECIAL PAINT OPTIONS		
1	**Paint, Standard**		
1	Paint, Special: Sweeper Unit Only		
	Paint, Special: Chassis Only		
	Special Paint Color: _____ **Special Paint Code:** _____		
1	**Decal Kit**		
		Subtotal Special Paint	
	CHASSIS MOUNTING OPTIONS		
1	FL M2+ 164" Dual Steer, 48 States, Non Carb	***70373***	
	***Please call Factory for Pricing and Availability in California**		
	M2 CHASSIS OPTIONS		
1	Mirror, 12" Parabolic, Set	203616	
	Air Filter Restrict Ind Chassis	203465	
	Tire & Rim, Spare M2	203468	
	Rim, Spare M2	203620	
	Magnet, Bar, 90" FL M2	204A38	
	Magnet, Bar, 87" Self Dumping, FL M2	**SOR**	
	Magnet Bar 90" Anti-Swing		
		Subtotal M2 Chassis Options	

QTY	SOR #	SPECIAL OPTIONS REQUEST	PART #	
1		Freightliner Tariff		
		3.8L Cummins Engine Tariff		
			Subtotal Special Options	

	****SWEEPER EXTENDED WARRANTIES****		
1	**STANDARD- 1 Year or 1200 hours**	**STD**	
	SILVER- 2 Years or 2400 Hours	SILVER	
	GOLD- 3 Years or 3600 Hours	GOLD	
	PLATINUM- 4 Years or 4800 Hours	PLATINUM	
	DIAMOND- 5 Years or 6000 Hours	DIAMOND	
		Subtotal Sweeper Extend Warranties	

*****Chassis and auxiliary power are both separate, and need to be purchased through local dealer/distributors*****

AGENDA ITEM NO. G.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 4, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Request to Commission
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	2026 Meeting Schedule for the City Commission Regular Meetings and Workshops
BACKGROUND:	Pursuant to City Charter, Article III. Legislative, Section 3.07. Procedure. (a) Meetings, the Commission must adopt an annual regular meeting schedule with at least one meeting every month at such times and places as the commission may prescribe by rule. Meetings have not been scheduled on City holidays, Election Day or days of major religious/cultural observances that have work restrictions pursuant to Commission policy. The Mayor or Vice Mayor may call special meetings as needed. The Commission may also amend the regular meeting schedule when necessary.
POLICY/PURPOSE:	Establishing a Schedule for City Commission Regular Meetings and Workshops for the 2026 Calendar Year. Workshops to begin at 5 p.m. with Regular Meetings following immediately after or 6:00 p.m., whichever occurs later.
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	Each year, the Commission approves a schedule for the Commission Meetings and for the upcoming year. The proposed schedule for 2026 has been submitted. These dates have been discussed with the Finance Director, who is in agreement with the proposed budget dates.

The September 8, 2026, meeting is subject to change because the budget public hearing cannot be on the same day as the School Board's or the County's public hearings. The City's proposed public hearing does not conflict with the County, but the School Board has not approved their 2026 calendar.

This calendar also incorporates a Summer and Winter "meeting-free" period, where the Commission would only meet once in June and once in December. The Charter only requires the Commission meet once a month, so the BoC would still be in compliance.

FUNDING: Not applicable.

MOTION: I move to approve the adopted 2026 City Commission Meeting Schedule.

ATTACHMENTS:
2026 Proposed Calendar.docx

Board of Commissioners Meeting Schedule
2026

Day	Meeting Date	Time	Meeting
Tuesday	January 6, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	January 20, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	February 3, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	February 17, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	March 3, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	March 17, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	April 7, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	April 21, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	May 5, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	May 19, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	June 2, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	July 7, 2026	5 p.m.	Workshop and Regular Meeting *Discus Proposed Millage Rate*
Tuesday	July 21, 2026	5 p.m.	Workshop and Regular Meeting *Discuss Proposed Millage Rate, if needed*
Tuesday	August 4, 2026	5 p.m.	Workshop and Regular Meeting
Friday	August 7, 2026	10 a.m.–5 p.m.	Proposed Budget Workshop
Tuesday	August 18, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	September 8, 2026[1]	5 p.m.	Workshop and Regular Meeting Proposed 1st Budget Hearing
Tuesday	September 15, 2026	5 p.m.	Workshop and Regular Meeting Proposed 2nd Public Hearing
Tuesday	October 6, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	October 20, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	November 3, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	November 17, 2026	5 p.m.	Workshop and Regular Meeting
Tuesday	December 1, 2026	5 p.m.	Workshop and Regular Meeting

[1] Budget Hearing – This an off-cycle meeting date and subject to change. Budget PH requirements 200.065(2)(b) state the public hearing cannot be held on the same date as the County or School Board budget public hearings.

2026 City Holidays			
Jan 1	New Years Day	**Nov 11**	Veterans Day
Jan 19	Martin Luther King Jr. Day	**Nov 26**	Thanksgiving Day
May 25	Memorial Day	**Nov 27**	Day After Thanksgiving
July 3	Independence Day (Observed)	**Dec 24**	Christmas Eve
Sep 7	Labor Day	**Dec 25**	Christmas Day

Each year, the Commission approves a schedule for the upcoming year's meetings. The proposed schedule for 2026 has been submitted. Key considerations include:

- The 2026 Florida League of Cities Legislative Actions Days in Tallahassee, FL, scheduled for January 26-January 28.
- Municipal Elections are scheduled for Tuesday, March 10, 2026.
- The Florida League of Cities Annual Conference in Orland, FL, scheduled for August 13-August 15, 2026.
- The National League of Cities City Summit in Nashville, TN, scheduled for November 19-21, 2026.
- The date for the Florida League of Cities 2026 Legislative Conference is yet to be determined.

AGENDA ITEM NO. H.1

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 4, 2025
SUBMITTED BY:	Jesse Miller, Community Development
ITEM TYPE:	Public Hearings
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	A Quasi-Judicial Proceeding- Case VAR-000553-2025- 8490 W Gulf Blvd- Variance request to Sec. 68-438 to permit the construction of a swimming pool measuring 37 feet in width at a 0 foot setback from the property line, where a minimum setback of 10 feet is required.
BACKGROUND:	Property history/background is provided in the attached staff report.
POLICY/PURPOSE:	The power and authority to grant variances to waterfront yards abutting the Gulf of Mexico or public beach rests solely with the City Commission. The purpose of this item is to allow the City Commission to determine whether an unnecessary hardship does or does not exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances for a variance request to Sec. 68-483 to permit the construction of a swimming pool measuring 37 feet in width at a 0 foot setback from the property line.
STRATEGIC PLAN RELEVANCE:	N/A

ANALYSIS/DISCUSSION:

Staff recommends to **TABLE** the variance request until the proposed Erosion Control Line is established or to **DENY** the variance request based on the analysis of the criteria in Sec. 70-221, finding that they have not been substantially satisfied, and that an unnecessary hardship does not exist.

The attached staff report details the analysis of the criteria.

FUNDING: N/A

MOTION:

The City Commission has determined that an unnecessary hardship **DOES / DOES NOT** exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances, and has moved to:

[ ] APPROVE

[ ] DENY

[ ] TABLE

[ ] APPROVE WITH CONDITIONS

A variance request to Sec. 68-483 to permit the construction of a swimming pool measuring 37 feet in width at a 0 foot setback from the property line.

ATTACHMENTS:

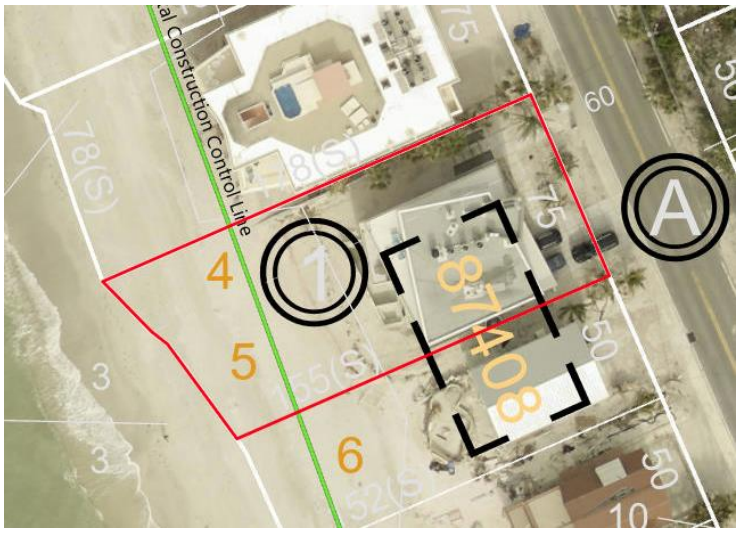
1. Staff Report.docx
2. Application.pdf
3. Warranty Deed.pdf
4. Affidavit to Authorize Agent.pdf
5. Variance Narrative.pdf
6. Site Plan.pdf
7. Survey.pdf
8. 2014 Pool Plan.pdf

CITY OF TREASURE ISLAND
CITY COMMISSION
10451 Gulf Blvd, Treasure Island, Florida 33706
(727) 547-4575

CASE NO. VAR-000553-2025
STAFF REPORT
TUESDAY, NOVEMBER 4, 2025, AT 6:00 P.M.

DESCRIPTION: Variance request to Sec. 68-483 to permit the construction of a swimming pool measuring 37 feet in width at a 0 foot setback from the property line, where a minimum setback of 10 feet is required.

SITE LOCATION: 8490 W Gulf Blvd
Treasure Island, FL 33706



PARCEL ID #: 36-31-15-87408-001-0050

LEGAL DESCRIPTION: PART OF LOT 5 AND THE SOUTHEASTERLY ½ OF LOT 4, BLOCK 1, ACCORDING TO THE PLAT OF SUNSET BEACH SUBDIVISION UNIT NO.2 AS RECORDED IN PLAT BOOK 23, PAGE 1 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

PROPERTY OWNER: Navneet and Neerja Anand

2604 Invitational Dr
Oakland, MI 48363

GENERAL INFORMATION:

Land Use: RM (Residential Medium)

Zoning: RM-15 (Multiple Family Residential)

Adjacent Property (Use):

North: 8540 W Gulf Blvd – Condominiums/Multi-Family Residential

West: The Gulf of Mexico

South: 8484 W Gulf Blvd – Single-Family Residential

East: 8547 Blind Pass Dr – Vacant Land

Site Area: Approximately 0.28 acres (12,358 square feet)

Flood Zone: VE-12 and AE-10 (Coastal A), Flood Insurance Rate Map Community Panel No. 12103C0257H, August 24, 2021.



PROPERTY HISTORY/BACKGROUND:

On October 15, 2012, a site plan (PZ 2012-19-SR) for a single-family dwelling unit along the Gulf of Mexico was approved.

On October 15, 2012, a variance (PZ 2012-19V) to reduce the side yard setback from 7.5' to 5.5' on the south side of the property to construct a single-family dwelling unit was approved.

On September 25, 2014, a permit (201401214) depicting a swimming pool meeting the required 10 foot setback from the Treasure Island Mean High Water Line was approved and issued.

On February 19, 2015, a variance (PZ 2015-10V) to reduce the required north side yard setback from 10' to 1'-8" for a landscape water feature, approx. 14' x 12' x 12" was approved.

The applicants are proposing the reconstruction of a swimming pool. The site had previously contained a swimming pool that adhered to all applicable land development regulations. The applicants have cited as justification for the variance a pending modification to the Erosion Control Line, which would result in a westward shift in the waterfront property line, resulting in a larger buildable area. The applicants are proposing to construct the 37 foot wide pool at the current Treasure Island Mean High Water Line, which is the line from which the current rear setback is measured. This variance would result in a proposed 0-foot swimming pool setback to the current 10-foot minimum setback.

TREASURE ISLAND CODE OF ORDINANCES:

Sec. 68-483. - Swimming pools.

> Swimming pools may be constructed within yard areas except the front yard, provided however, that no part of the pool structure may protrude more than 12 inches above the higher of natural or finished grade level and that the outside of the pool walls shall be at least ten feet from all lot lines except where a greater setback is required under the building code as set out in chapter 64. In determining the percentage of coverage of a lot by buildings, swimming pools which are not enclosed shall not be counted in such computation. In calculating required pervious space swimming pools shall be considered impervious.

ARTICLE III. APPEALS TO ADMINISTRATIVE DECISIONS; SPECIAL EXCEPTIONS AND VARIANCES
DIVISION 3. – VARIANCES
Section. 70-221. - Procedure.
The planning and zoning board or the city commission, as provided for by this Code, may authorize a variance from the provisions of the land development regulations that are not contrary to the public interest. The power and authority to grant variances to parking requirements, building height, and waterfront yards abutting the Gulf of Mexico or public beach will be solely within the jurisdiction of the city commission. In no instance shall a variance be granted to density. The planning and zoning board or the city commission, as applicable, shall not review a variance request until:

> (1) An application for such variance has been received by the city manager or specified designee, stating the special conditions and circumstances applying to the building, structure, or land for which such variance is sought. The applicant shall submit a narrative that explains the variance being requested in a manner that addresses the criteria specified in subsection (d) as they relate to the specific request. Since each application is considered based upon the unique circumstances presented by such application, prior decisions of the board or commission shall not constitute grounds for the granting of any variance.
> (2) The board or commission has received a report from the city manager or specified designee that evaluates the application based on the criteria required by this section.

(3) The board or commission holds a public hearing after written and posted notice has been given to the extent provided by chapter 70.
(4) The board or commission has considered the following criteria and find that they have been substantially satisfied and a hardship exists:

a. The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee;

b. Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same zoning district;

c. Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building; structure, or land;

d. The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant agent's agents, or the applicant's predecessors in title;

e. The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land;

f. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances:

1. *Redevelopment.* If the proposed project involves the redevelopment or utilization of an existing developed or partially developed site.

2. *Substandard lot(s).* If the proposed project involves the utilization of an existing legal nonconforming lot(s).

3. *Neighborhood character.* If the proposed project promotes the established development pattern of a block face, including setbacks, building height, and other dimensional requirements.

4. *Public facilities.* If the proposed project involves the development of public parks, public facilities or public utilities.

5. *Architectural and/or engineering considerations.* If the proposed project utilizes architectural and/or engineering features that would render the project more disaster resistant.

g. The granting of the variance will be in harmony with the general purpose and intent of this chapter;

h. The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(5) In granting any variance, the planning and zoning board or city commission may prescribe appropriate conditions and safeguards in conformity with the land development regulations. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this chapter.
(6) Under no circumstances shall the planning and zoning board or city commission grant a variance to permit a use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the land development regulations.

(7) The granted variance shall be valid for one-year. To remain in effect after one-year, one of the following must have occurred:

a. An extension of time has been approved by the approving body;

b. Building permits relating to the requested variance have either been applied for or granted; or

c. A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.

(8) No application requesting the same or substantially similar relief or approval for the same property may be submitted for a period of one year following the date of denial by the appropriate board in the matter.

(9) In order to expedite the review of a variance application, a pre-application conference between the applicant and the city's administrative staff shall be required.

DIVISION 4.- APPLICATION REQUIREMENTS

Sec. 70-243- Judicial remedy.

Any person or persons, jointly or severally, aggrieved by any final decision of the planning and zoning board, including any officer, department, board or commission of the city, may appeal to circuit court within 30 days after rendition of any such decision. The proceedings in the circuit court shall not consist of a trial de novo, and shall be governed by the Florida Rules of Appellate Procedure and other applicable state law.

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

The criteria for reviewing a variance for approval or denial is contained in the City of Treasure Island Land Development Regulations – Sec. 70-221. Staff's analysis of the land development regulations is provided below. The applicant's narrative is included in this agenda packet as a separate attachment.

1. **The variance is in fact a variance as set forth within the land development regulations and within the province of the board or commission based upon the opinion of the city manager or his designee.**

   The variance being requested is set forth within the City's Land Development Regulations and under the purview of the Planning and Zoning Board.

2. **Special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.**

   The applicant's have cited as justification for the variance a pending modification to the Erosion Control Line which would result in a westward shift in the waterfront property line. This circumstance is not unique to the subject property as numerous properties to the north and to the south will be impacted by the establishment of the Erosion Control Line.

3. **Strict application of the provisions of the land development regulations would not permit the applicant reasonable use of the building, structure, or land.**

The site previously contained a swimming pool that complied with the current setback standards. The properties along this portion of West Gulf Boulevard are also affected by the current Treasure Island Mean High Water Line and the proposed establishment of the Erosion Control Line. Strict application of the 10 foot swimming pool setback does not prevent the applicant from reasonable use of this property.

4. **The peculiar conditions and circumstances existing are not the result of the actions of the applicant, the applicant's agent, or the applicant's predecessors in title.**

   There are no existing peculiar conditions or circumstances. The need for the variance arises solely from the applicant's desire to reconstruct a swimming pool further westward on the subject property.

   The proposed reconstruction further westward on the property will be possible after the Erosion Control Line is established, rendering the variance request unnecessary.

5. **The variance proposed to be granted is the minimum variance that will make possible the reasonable use of the building, structure, or land.**

   Granting of the variance is not the minimum necessary to make possible the reasonable use of the property. The site previously contained a swimming pool that complied with the current setback standards.

6. **Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the land development regulations shall include, but not be limited to, the following circumstances: Redevelopment; Substandard lot(s); Neighborhood character; Public facilities; Architectural and/or engineering considerations.**

   Redevelopment –
   The applicants are proposing the reconstruction of a swimming pool that previously complied with the minimum 10 foot swimming pool setback standard. Literal enforcement of the current setback standards would not result in unnecessary hardship.

   Substandard lot(s) –
   N/A- The existing parcel meets the minimum width, depth, and area for single-family dwelling units in the RM-15 zoning district.

   Neighborhood character –
   The existing developments along this portion of West Gulf Boulevard will all be impacted by the establishment of the Erosion Control Line and, in some situations, will increase the buildable area and/or potentially bring nonconforming structures into compliance.

Public facilities –
N/A- The proposed variance is not connected to a proposed project that involves the development of public parks, public facilities, or public utilities.

Architectural and/or engineering considerations –
N/A- The location of the swimming pool on the subject property will not affect compliance with the coastal construction standards applicable to pools.

7. **The granting of the variance will be in harmony with the general intent and purpose of this chapter.**

   The variance request does not meet the hardship criteria and is therefore not in harmony with the general intent and purpose of this chapter (Division 3- Variances).

8. **The granting of the variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.**

   This granting of this variance would not be injurious to the neighborhood or otherwise detrimental to the public welfare.

STAFF RECOMMENDATION:

Staff recommends to **TABLE** the variance request until the proposed Erosion Control Line is established or to **DENY** the variance request based on the analysis of the criteria in Sec. 70-221, finding that they have not been substantially satisfied, and that an unnecessary hardship does not exist.

November 4, 2025
CITY COMMISSION
DEVELOPMENT ORDER

CASE NO. VAR-000553-2025
LOCATION: 8490 W. GULF BLVD., TREASURE ISLAND, FL 33706

The City Commission has determined that an unnecessary hardship **DOES / DOES NOT** exist pursuant to Sec. 70-221 of the Treasure Island Code of Ordinances, and has moved to:

[ ] APPROVE [ ] DENY
[ ] TABLE [ ] APPROVE WITH CONDITIONS

A variance request to Sec. 68-483 to permit the construction of a swimming pool measuring 37 feet in width at a 0 foot setback from the property line.

_____ _____
John Doctor Date
Mayor

Case Number: _____

City of Treasure Island Planning and Zoning Board or City Commission Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners ANAND, NEERJA + NAVNEET Agent HENDRIK BISANT

Address 8490 W GULF BLVD Address 7201 BAYSHORE DR

Phone 248.245.8728 Phone 813.422.9112

Fax — Fax —

Email NAVNEETANANDUSA@GMAIL.COM Email HENDRIK@SEASALTHOLDINGS.COM

List all Legal Owner(s) of Property: NEERJA ANAND TRE , NAVNEET ANAND TRE

Complete legal description (may be placed on attached separate page): _____

SUNSET BEACH UNIT 2 BLK 1, LOT 5 & SE'LY 1/2 OF LOT 4

Development Name: —

Site Location/Address:. 8490 W GULF BLVD

Area of Development (Acreage or Square Feet) ~ 5,000 SF

Parcel Identification Number (list all): 36-31-15-87408-001-0050

Application Request REDUCE WATERFRONT SETBACK FROM 10 FT TO 0 (ZERO) FT TO ALLOW POOL CONSTRUCTION UP TO THE 1968 TIMHWL

Future Land Use Designation RM-15 Proposed Future Land Use RM-15

Current Zoning RM-15 Proposed Zoning RM-15

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

Owner/Agent

9/8/25
Date

I#: 2025059957 BK: 23077 PG: 2217, 02/28/2025 at 11:55 AM, RECORDING 3 PAGES $27.00 D DOC STAMP COLLECTION $0.70 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKPR14

Prepared by: Keith B. Braun, Esq.
Comiter Singer
3825 PGA Blvd., Suite 701
Palm Beach Gardens, FL 33410

WARRANTY DEED

THIS WARRANTY DEED is made this 25th day of February, 2025, by and between **NAVNEET ANAND and NEERJA ANAND, husband and wife**, whose address is 2604 Invitational Drive, Oakland Twp., Michigan 48363, hereinafter called the Grantors, and **NAVNEET ANAND and NEERJA ANAND, as Trustees of the Anand Revocable Living Trust dated February 17, 2025**, whose address is 2604 Invitational Drive, Oakland Twp., Michigan 48363, hereinafter called the Grantees.

(Whenever used herein, the terms "Grantors" and "Grantees" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

WITNESSETH, that the Grantors, in consideration of the sum of TEN and NO/100 DOLLARS ($10.00) cash and other good and valuable consideration paid by the Grantees, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey, and confirm unto the Grantees,

ALL the right, title, interest, and claim which the Grantors have in and to the following described parcel of real property (the "**Land**"), located in Pinellas County, Florida, to wit:

Lot 5 and the Southeasterly one half of Lot 4, Block 1, SUNSET BEACH SUBDIVISION, UNIT NO. 2, according to the map or plat thereof as recorded in Plat Book 23, Page 1, Public Records of Pinellas County, Florida.

Pinellas County Property Appraiser's Parcel ID#: 36-31-15-87408-001-0050.

Commonly known as 8490 W. Gulf Blvd., Treasure Island, Florida 33706.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

The Land is neither the homestead or residence of the Grantors or a member of the Grantors' family nor is the Land adjacent to the homestead or residence of the Grantors or a member of the Grantors' family.

AND GRANTORS hereby covenant with Grantees that Grantors are lawfully seized of the Land in fee simple; that Grantors have good right and lawful authority to sell and convey the Land and hereby fully warrant the title to the Land and will defend the same against the lawful claims of all persons whomsoever. This conveyance is subject to taxes accruing subsequent to December 31, 2024, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

Full power and authority are conferred upon Grantees, as Trustees, to protect, conserve, sell, convey, lease, grant, and encumber all interests conveyed by this instrument, and otherwise to manage and dispose of those interests, it being the intent of Grantors to vest in the Trustees of the Anand Revocable Living Trust dated February 17, 2025, full rights of ownership as authorized by § 689.073, Fla. Stat.

The scrivener of this instrument has not examined title to the Land, has utilized legal descriptions provided by Grantors, and has relied upon the representations of the Grantors that Grantors are the holders of title to the Land. Accordingly, the scrivener disclaims any liability or responsibility which may result from the failure of the Grantors to hold such title in the manner represented.

IN WITNESS WHEREOF, the Grantors have duly executed this Warranty Deed on the date and year first above written.

Navneet Anand

Witnesses as to Navneet Anand:

Print name: Joseph V. Corrao

414 East St.

Rochester, MI 48307

Address

Print name: Laura S. Corrao

414 East St.

Rochester, MI 48307

Address

Neerja Anand

Witnesses as to Neerja Anand:

Print name: Joseph V. Lorai

414 East St.

Rochester, MI 48307

Address

Print name: Laura S. Lorai

414 East St.

Rochester, MI 48307

Address

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of February, 2025, by Navneet Anand, who is ☑ personally known to me or ☐ has produced the following identification: _____.

Notary Public, State of Michigan Joseph V. Lorai
OAKLAND County
Acting in OAKLAND County
(Stamp Name, Commission # and Expiration below)
My Commission Expires 08/01/2025

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 25th day of February, 2025, by Neerja Anand, who is ☑ personally known to me or ☐ has produced the following identification: _____.

Notary Public, State of Michigan Joseph V. Lorai
OAKLAND County
Acting in OAKLAND County
(Stamp Name, Commission # and Expiration below)
My Commission Expires 08/01/2025

L:\DOCS\8768\01\1M43307.DOCX

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF ~~MICHIGAN~~ FLORIDA
COUNTY OF ~~OAKLAND~~ PINELLAS

NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): 8490 W. GULF BLVD. Treasure Island FL-33706

Parcel I.D. Number(s): 36-31-15-87408-001-0050

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed HENDRIK BISANZ as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

PRINTED NAME OF PROPERTY OWNER(S): NEERJA ANAND

SIGNATURE OF PROPERTY OWNER(S): Neerja

DATE: 8/29/25

STATE OF: Michigan
COUNTY OF: Oakland
The foregoing instrument was acknowledged before me this 29th day of August, 2025, by (company/agent) PNC by (persons name) Keena R. Hadash, it's (title) teller who is personally known to me, or who has produced Michigan Drivers License as identification and who _____ did X did not take an oath.

Keena R. Hadash
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

Keena R Hadash
Notary Public - State of Michigan
County of Oakland
My Commission Expires November 03, 2025
Acting in the County of Oakland

AFFIDAVIT TO AUTHORIZE AGENT

STATE OF FLORIDA
COUNTY OF PINELLAS

NAME OF OWNER(S) being duly sworn, depose(s) and say(s):

PROPERTY ADDRESS(ES): 8490 W. GULF BLVD, Treasure Island, FL-33706

Parcel I.D. Number(s).: 36-31-15-87408-001-0050

1. That this property constitutes the property for which request for permits and approvals from the City of Treasure Island, as necessary, are being applied for.

2. That the undersigned (has/have) appointed HENDRIK BLSANZ as (his/their) agent(s) to represent the above-described property and serve as the applicant/agent for development applications/modifications, at the Planning and Zoning Board meeting and execute any permits or other documents necessary to affect such permit(s).

3. That this affidavit has been executed to induce appropriate state agency in Florida to consider, and act on the above-described property.

4. That (I/we), the undersigned authority, hereby certify that the foregoing is true and correct.

PRINTED NAME OF PROPERTY OWNER(S): NAVNEET ANAND

SIGNATURE OF PROPERTY OWNER(S): [signature]

DATE: AUG 29 '25

STATE OF: Michigan
COUNTY OF: Oakland
The foregoing instrument was acknowledged before me this 29th day of August, 2025, by (company/agent) FNC by (persons name) Keena R. Hadash, it's (title) Teller who is personally known to me, or who has produced MI Drivers license as identification and who ____ did X did not take an oath.

Keena R. Hadash
(Print, Type, or Stamp Commissioned Name of Notary Public)
Commission Number:
Commission Expires:

Keena R Hadash
Notary Public - State of Michigan
County of Oakland
My Commission Expires November 03, 2025
Acting in the County of Oakland

City of Treasure Island, Florida

120 108th Avenue, Treasure Island, FL 33706
Phone (727) 547-4575 Fax (727) 547-4582
www.mytreasureisland.org

VARIANCE REQUEST NARRATIVE FORM

Applicant Name: Hendrik Bisaut

Variance Address: 8490 W GULF BLVD

Application Number (Office Use): _____

The planning and zoning board shall authorize, in specific cases, such variance from the terms of the land development regulations as will not be contrary to the public interest, where, owing to special conditions, a literal enforcement of the provisions of the land development regulations will result in unnecessary hardship.

The City Commission has the power to grant variances to accessory structures per subsection 68-460(3), density, parking (number or size of spaces), building height, and waterfront yards abutting the Gulf of Mexico or public beach.

The City Commission or the Planning and Zoning Board considers the following criteria to determine if a hardship exists (LDR Sec. 70-221).

All requests shall be valid for one year. To remain in effect after one-year, one of the following must have occurred:

1. *An extension of time has been approved by the approving body;*
2. *Building permits relating to the requested variance have either been applied for or granted; or*
3. *A site plan review relating to the requested variance has been applied for or approved by the planning and zoning board.*

Any requests for an extension of time relating to a variance must be in writing and received by the City Manager or designee at least three weeks prior to its expiration date in order for the request to be placed on the approving body's agenda.

The following narratives must be completed by the applicant as they relate to the variance request prior to submitting the completed application packet to the Community Development Department. Be specific in your narratives.

For any questions please email zoning@mytreasureisland.org

1. The variance must be in fact a variance as set forth within the Land Development Regulations and within the province of the board or commission based upon the opinion of the city manager or his designee. (example: a five-foot variance to reduce the waterfront setback on a specific address from 15 feet to 10 feet.) Please state the specific variance request(s).

A 10-foot variance to reduce the waterfront setback at 8490 West Gulf Boulevard from 10 feet to 0 feet, measured from the current 1968 Treasure Island Mean High Water Line (TIMHWL).

---

2. State the special conditions or circumstances exist which are peculiar to the building, structure, or land for which the variance is sought and do not apply generally to buildings, structures, or lands in the same district.

This property is uniquely affected by the pending recording of a new erosion control line that will replace the outdated 1968 TIMHWL. Once recorded, this new line will shift the applicable waterfront setback westward, significantly increasing the buildable area of the lot/backyard. The owner's pool/backyard plans have been designed in full compliance with the forthcoming setback. Due to a separate legal matter involving another beachfront parcel, the recording is temporarily delayed—creating a timing issue not shared by other properties in the district.

---

3. State the strict application of the provisions of the Land Development Regulations which would not permit the applicant reasonable use of the building; structure, or land.

Under the current 1968 TIMHWL-based setback, the approved design—fully compliant with the soon-to-be-recorded line—cannot proceed. Strict enforcement forces the pool/backyard area to be built back developed under an outdated standard that no longer reflects actual shoreline conditions, effectively halting construction until the State resolves an unrelated matter. This prevents reasonable use of the land in line with the City's forward-looking coastal management goals.

---

4. State the peculiar conditions and circumstances existing which are not the result of the actions of the applicant, the applicant's agent, or the applicant's predecessors in title.
The peculiar condition is solely the result of the State's delay in recording the new erosion control line, which is tied to legal proceedings unrelated to this property. The owner did not create, contribute to, or have any control over these circumstances, yet they directly impact the ability to proceed with an otherwise code-compliant development.

---

5. Is the variance proposed to be granted the minimum variance that will make possible the reasonable use of the building, structure, or land? Please explain.
Yes. The request is limited strictly to reducing the waterfront setback by 10 feet to be within the dimension that will apply once the new erosion control line is recorded. No other dimensional or regulatory relief is sought. This adjustment simply aligns the project with the forthcoming standard.

---

6. Owing to special conditions, a literal enforcement would result in unnecessary hardship. Special conditions to be considered pursuant to this section of the Land Development Regulations shall include, but not limited to, the following circumstances:

a. Redevelopment. Does the proposed project involve the redevelopment or utilization of an existing developed or partially developed site?
Yes — this is a pool/backyard rebuild designed in compliance with the forthcoming setback line.

b. Substandard lot(s). Does the proposed project involve the utilization of an existing legal nonconforming lot(s)?
No — the lot is conforming, but its usable area is temporarily constrained by an outdated line.

c. Neighborhood character. Does the proposed project promote the established development pattern of a block face, including setbacks, building height, and other dimensional requirements?
Yes — the project's design, siting, and scale are consistent with the anticipated neighborhood pattern once the updated erosion control line is in effect.

d. Public facilities. Does the proposed project involve the development of public parks, public facilities or public utilities?
No.

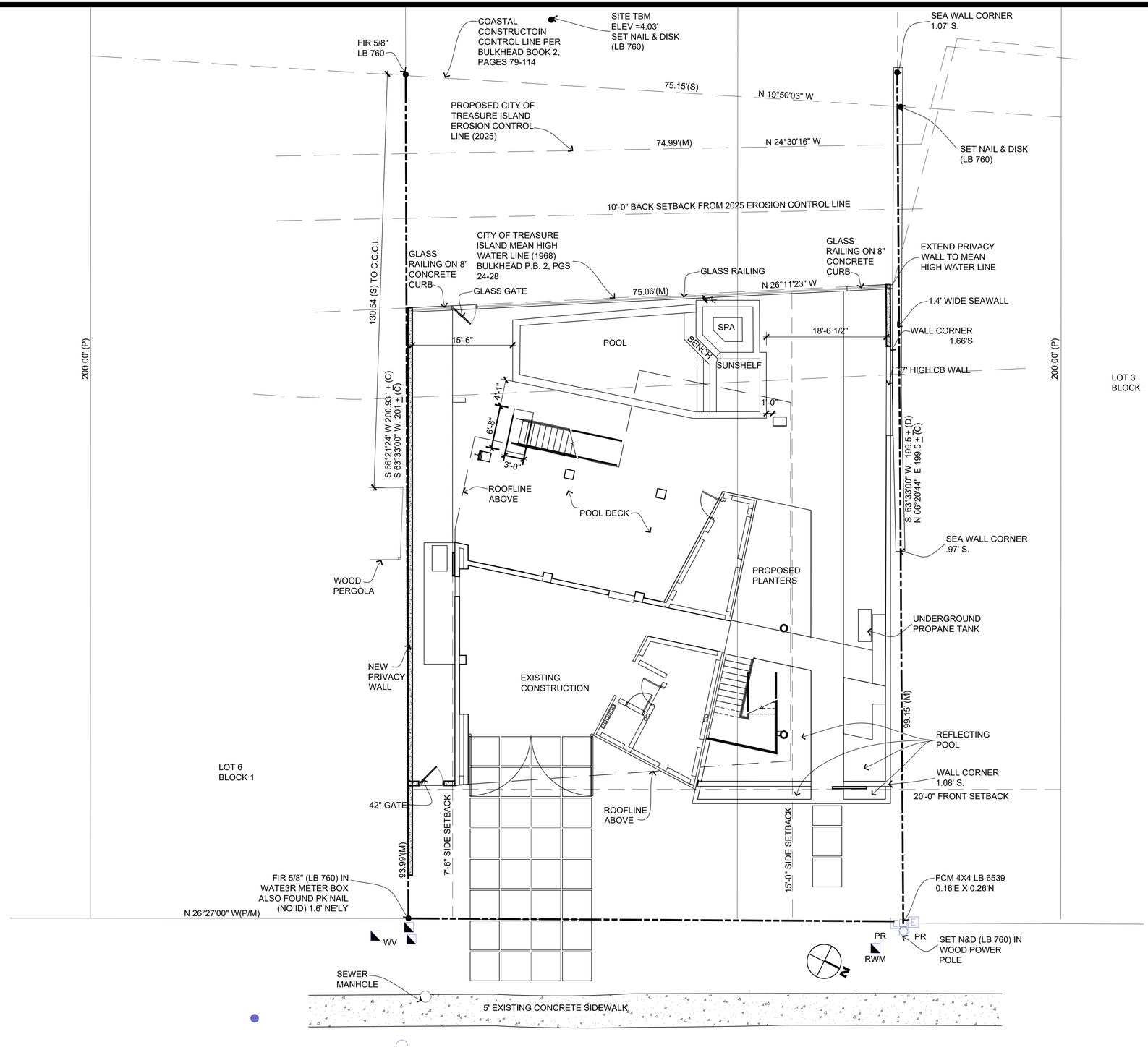
e. Architectural and/or engineering considerations. Does the proposed project utilize architectural and/or engineering features that would render the project more disaster resistant?
Yes — the building design incorporates modern coastal construction standards for resiliency against wind, flood, and storm surge, consistent with FEMA and Florida Building Code requirements.

---

7. Will the granting of this variance(s) be in harmony with the general purpose and intent of this chapter (LDR-Division 3-Variances)?
Yes. The variance advances the intent of the regulations by enabling development that aligns with updated coastal conditions and City planning objectives. It avoids unnecessary delay, supports efficient land use, and maintains compatibility with surrounding properties.

---

8. Will the granting of the variance(s) not be injurious to the neighborhood or otherwise detrimental to the public welfare?
Yes. The variance will not obstruct views, limit public access, or create adverse impacts to adjacent properties. The design is consistent with future allowable development under the updated erosion control line, ensuring harmony with the neighborhood and no harm to the public interest.



1 SITE PLAN
1/8" = 1'-0"

SITE LEGEND:

- = INDICATES EXISTING STRUCTURE TO REMAIN
- = INDICATES AREA OF NEW WORK
- = INDICATES ROOF SLOPE
- X'-X" = EXISTING ELEVATION
- X'-X" = PROPOSED ELEVATION

WALL LEGEND:

ALL EXTERIOR WALLS TO BE CONSIDERED SHEAR RESISTANT COMPONENTS.

- CMU W/ 1X3 PT FURRING STRIP 3/4" INSUL BOARD 1/2" GYP
- CMU
- 2X STUD W/ 1/2" GYP. UNO

No.	Revision Description	Date
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--	---	--

The Anand Residence

8490 W Gulf Boulevard; Treasure Island, Florida 33706
Prepared For:
Navneet & Neerja Anand
Project: #24313

design styles architecture
1708 E Columbus Drive
Tampa, Florida 33605
p 813.241.4700 f 813.247.3757
designstylesarchitecture.com
#AA0003393

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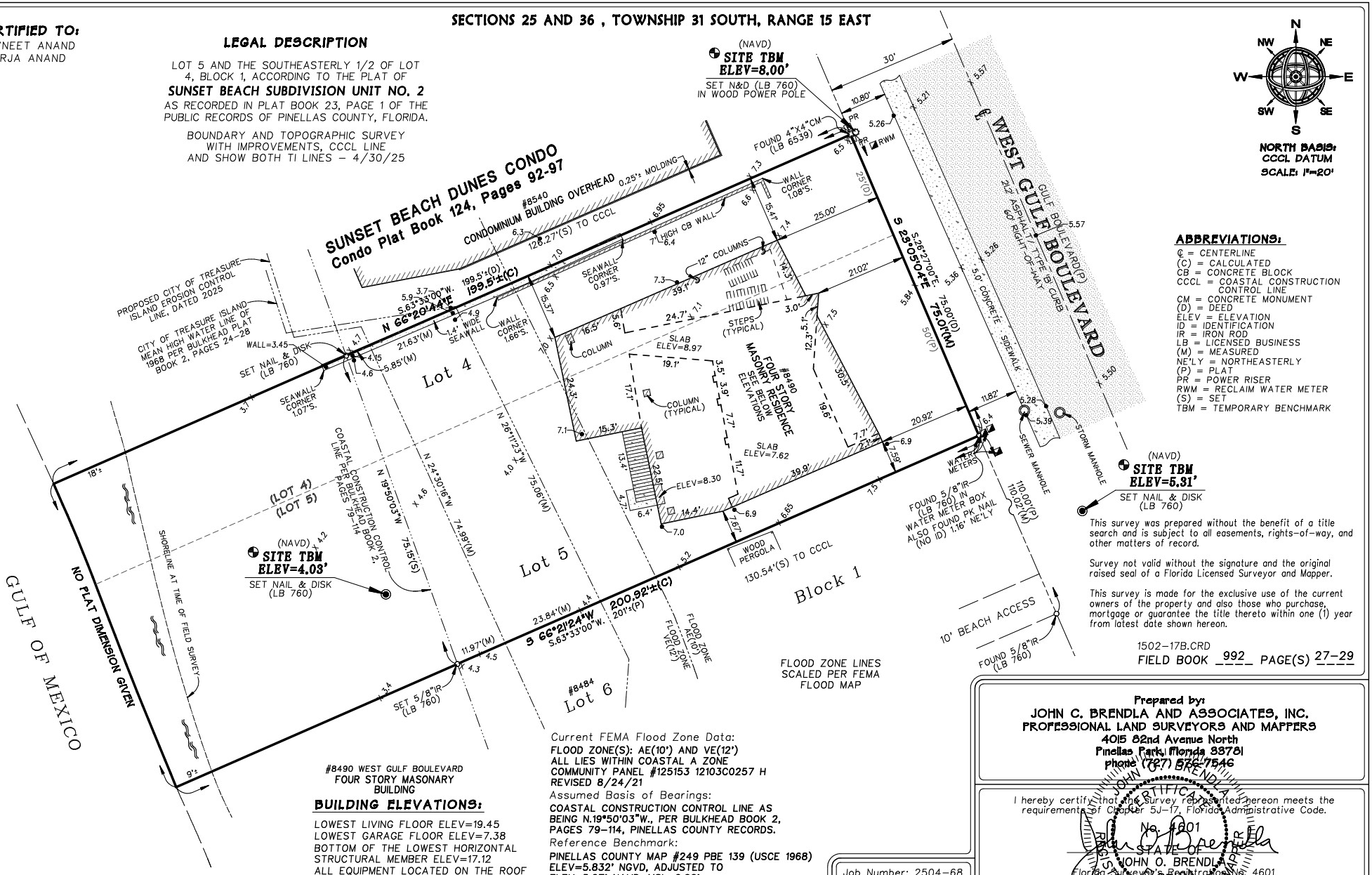
CERTIFIED TO:
NAVNEET ANAND
NEERJA ANAND

SECTIONS 25 AND 36 , TOWNSHIP 31 SOUTH, RANGE 15 EAST

LEGAL DESCRIPTION

LOT 5 AND THE SOUTHEASTERLY 1/2 OF LOT 4, BLOCK 1, ACCORDING TO THE PLAT OF **SUNSET BEACH SUBDIVISION UNIT NO. 2** AS RECORDED IN PLAT BOOK 23, PAGE 1 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

BOUNDARY AND TOPOGRAPHIC SURVEY WITH IMPROVEMENTS, CCCL LINE AND SHOW BOTH TI LINES – 4/30/25



ABBREVIATIONS:

℄ = CENTERLINE
(C) = CALCULATED
CB = CONCRETE BLOCK
CCCL = COASTAL CONSTRUCTION CONTROL LINE
CM = CONCRETE MONUMENT
(D) = DEED
ELEV = ELEVATION
ID = IDENTIFICATION
IR = IRON ROD
LB = LICENSED BUSINESS
(M) = MEASURED
NE'LY = NORTHEASTERLY
(P) = PLAT
PR = POWER RISER
RWM = RECLAIM WATER METER
(S) = SET
TBM = TEMPORARY BENCHMARK

This survey was prepared without the benefit of a title search and is subject to all easements, rights-of-way, and other matters of record.

Survey not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from latest date shown hereon.

1502-17B.CRD
FIELD BOOK 992 PAGE(S) 27-29

#8490 WEST GULF BOULEVARD
FOUR STORY MASONARY BUILDING

BUILDING ELEVATIONS:

LOWEST LIVING FLOOR ELEV=19.45
LOWEST GARAGE FLOOR ELEV=7.38
BOTTOM OF THE LOWEST HORIZONTAL STRUCTURAL MEMBER ELEV=17.12
ALL EQUIPMENT LOCATED ON THE ROOF

Current FEMA Flood Zone Data:
FLOOD ZONE(S): AE(10') AND VE(12') ALL LIES WITHIN COASTAL A ZONE
COMMUNITY PANEL #125153 12103C0257 H
REVISED 8/24/21

Assumed Basis of Bearings:
COASTAL CONSTRUCTION CONTROL LINE AS BEING N.19°50'03"W., PER BULKHEAD BOOK 2, PAGES 79-114, PINELLAS COUNTY RECORDS.

Reference Benchmark:
PINELLAS COUNTY MAP #249 PBE 139 (USCE 1968) ELEV=5.832' NGVD, ADJUSTED TO ELEV=5.07' NAVD, MSL=0.00'

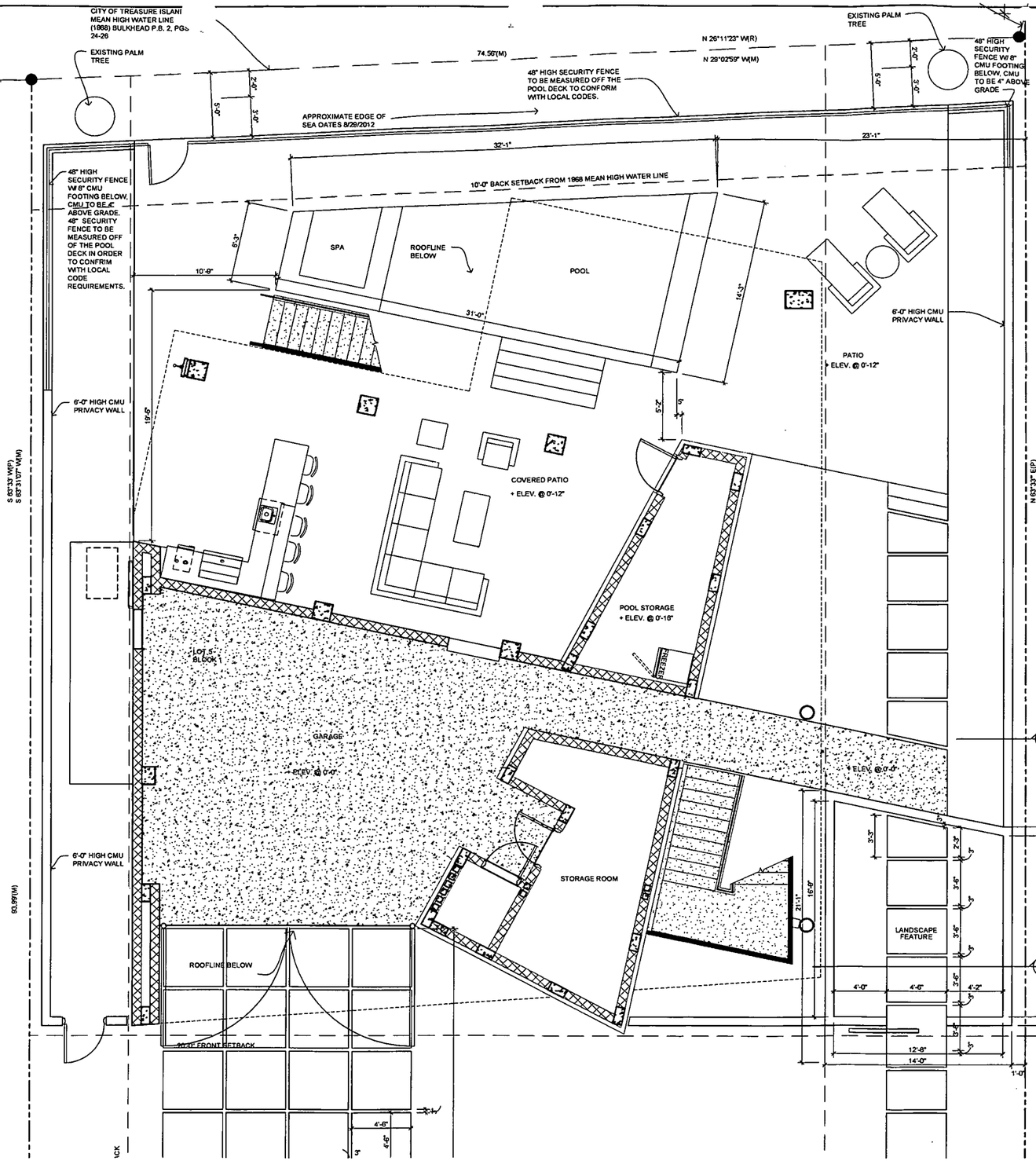
Job Number: 2504-68
Drawn: DS

Prepared by:
JOHN C. BRENDLA AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546

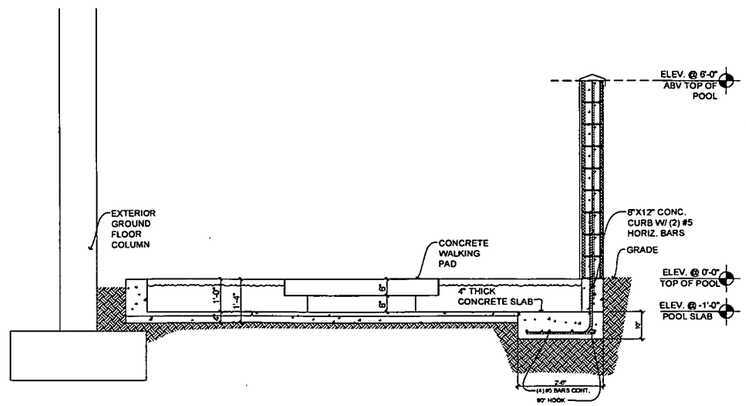
I hereby certify that the Survey represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN C. BRENDLA No. 4601 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

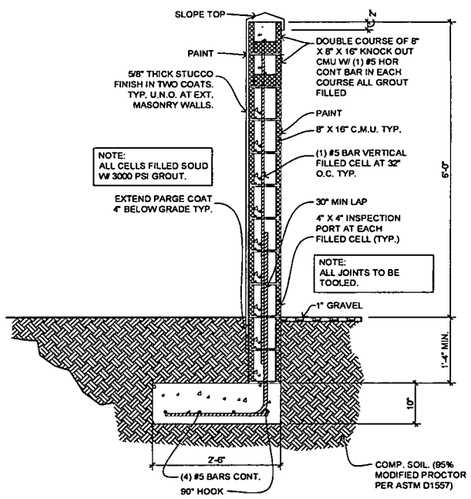
JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. 760



1 POOL PLAN
1/4" = 1'-0"



1 LANDSCAPE FEATURE SECTION
1/2" = 1'-0"



3 MASONRY LOW WALL DETAIL
3/4" = 1'-0"

Project
ANAND RESIDENCE

8490 GULF BLVD.
TREASURE ISLAND, FL
33706

Prepared for
Navneet & Neerja Anand

Contract No 09/26/12

design styles **architecture** +
2907 SR 590 Suite 7
Clearwater, FL 33759
p 727.797.4420
p 813.241.6700
designstylesarchitecture.com
ffaa0003393

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In Association with

Consultant
Address
Phone
Fax

Key Plan

Professional Seal

ANDREW J. DOHMEN, AR #15605 10/30/12

No.	Issue Description	Date
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No.	Revision Description	Date
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Drawn by DC Checked by PF
Project number 12021

Sheet Title
REVISED SITE PLAN

Original drawing is 24 x 36 Do not scale contents of drawing

Sheet Number
A9.1 62

AGENDA ITEM NO. H.2

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2025-04 amending the Future Land Use Map of the City of Treasure Island Comprehensive Plan.

BACKGROUND: The Isle of Palms Park also known as “Triangle Park’ is located on the northeast corner of 112th Avenue A and 13th Street East, Treasure Island. There are two lots, Lot 4 and Lot 5, which combined, measure approximately 0.256 acres or 11,170 square feet. The property contains a shuffleboard court, playground structure and swing set, bus stop, bicycle rack and park amenities such as benches and trash receptacles.

The Legal Description for the property is listed as: Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.

The former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property, and in August 2018 the City Commission authorized the City Manager to sign the purchase and sale contract for the property. The property was purchased in September 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds. Specifically, the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

POLICY/PURPOSE: To amend the Comprehensive Plan Future Land Use Map in accordance with Florida Statutes and the City of Treasure Island Land Development Regulations.

STRATEGIC PLAN RELEVANCE: Goal 1: Promote a socially connected community through the implementation of the Master Park Plan.

ANALYSIS/DISCUSSION: The City has filed an application for an amendment to the Future Land Use Map to change the designation for the two properties (Lots 4 & 5) from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS). The application is consistent with the amendment procedure for the comprehensive plan and future land use map outlined in Section 68-121 of the City of Treasure Island, Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan.

The Future Land Use Map amendment will also require a Countywide Plan amendment through Forward Pinellas. The application was transmitted to Forward Pinellas after the City Commission's first reading and was recommended for approval by the Forward Pinellas Planners Advisory Council (PAC) on September 2, 2025, and by the Forward Pinellas Board on September 10, 2025. The Countywide Planning Authority (Board of County Commissioners) approved the amendment on October 7, 2025.

The Future Land Use Map amendment is a small-scale map amendment that will be transmitted to the state after adoption.

FUNDING: No funding is required for this Ordinance.

MOTION: I move to (approve/deny) Ordinance 2025-04 amending the Future Land Use Map of the City of Treasure Island Comprehensive Plan at this second and final reading and

transmit the amendment to Florida Commerce in accordance with Chapter 163.3187 Florida Statutes and providing for an effective date.

ATTACHMENTS:
Ordinance 2025-04 Amending the Comprehensive Plan FLUM - Copy (02832650-2).DOCX
FLUMA Exhibits A-C.pdf
COMPREHENSIVE PLAN AMENDMENT.docx
FUTURE LAND USE MAP ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
LPA signed Resolution 2025-07 (approval of Ord 2025-04).pdf
Business Impact Ord 2025-04.DOCX
ZONING MAP AMENDMENT APPLICATION.pdf
59995.pdf

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 163, Florida Statutes, established the Community Planning Act; the "Act", and

WHEREAS, the City of Treasure Island ("City") has previously enacted its Comprehensive Plan pursuant to the Act, and

WHEREAS, the Future Land Use map is an element of the City of Treasure Island Comprehensive Plan; and

WHEREAS, Section 163.3187, Florida Statutes, provides the process by which local governments may adopt small scale amendments to their comprehensive plans; and

WHEREAS, the Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms as shown on Exhibit A; and

WHEREAS, the legal description of the property is listed as Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida; and

WHEREAS, the former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property; and

WHEREAS, on August 21, 2018, the City Commission approved Resolution 18-16 which authorized the City Manager to sign the purchase and sale contract for the Isle of Palms property; and

WHEREAS, the City purchased the Isle of Palms Park property (Lots 4 & 5) in September of 2018; and

WHEREAS, on October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"); and

WHEREAS, the Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds; and

WHEREAS, Section XI of the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses; and

WHEREAS, the City has filed an application for an amendment to the Future Land Use Map to change the designation for the two properties (Lots 4 & 5) described on Exhibit "B" from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS) as depicted on Exhibit "C"; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, met on May 15, 2025, and determined that the application is consistent with the goals, objectives and policies of the City's Comprehensive Plan, the Land Development Regulations and the Forward Pinellas Countywide Plan and recommended approval to the City Commission; and

WHEREAS, the City Commission has reviewed City's Comprehensive Plan and finds that map amendments are consistent with the goals, objectives and policies of the City's Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City of Treasure Island has determined to request the amendment of the Forward Pinellas Countywide Plan pursuant to the rules of the Countywide Plan; and

WHEREAS, this Future Land Use Map amendment meets the defined criteria of a small scale amendment as defined by Section 163.3187, Florida Statutes.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. The Future Land Use Map of the City of Treasure Island Comprehensive Plan is hereby amended to change the current land use designation of the properties from Residential Medium (RM-15) to Recreation/Open Space (R/OS) ad depicted on Exhibit "C".

SECTION 3. The Future Land Use Map amendments shall be transmitted to Forward Pinellas for amendment of the Countywide Plan.

SECTION 4. This amendment shall be transmitted to reviewing agencies in accordance with Sec. 163.3184, Florida Statutes.

SECTION 5. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 6. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 7. EFFECTIVE DATE. Pursuant to Section 163.3187, Florida Statutes, the effective date of this small-scale amendment shall be thirty-one (31) days after the City adoption of the plan amendment. If timely challenged pursuant to Section 163.3187(5), this amendment shall become effective on the date the state land planning agency, or the Administrative Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land use dependent on this amendment may be issued or commenced before it had become effective.

FIRST READING and PUBLIC HEARING on the 17th day of June, 2025.

SECOND READING and PUBLIC HEARING on the ___ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the 4th day of June, 2025 and the ___ day of _____ 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____

John Doctor, Mayor

ATTEST:

_____

Lisa Marie Kennedy, City Clerk



Exhibit A: Overview

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

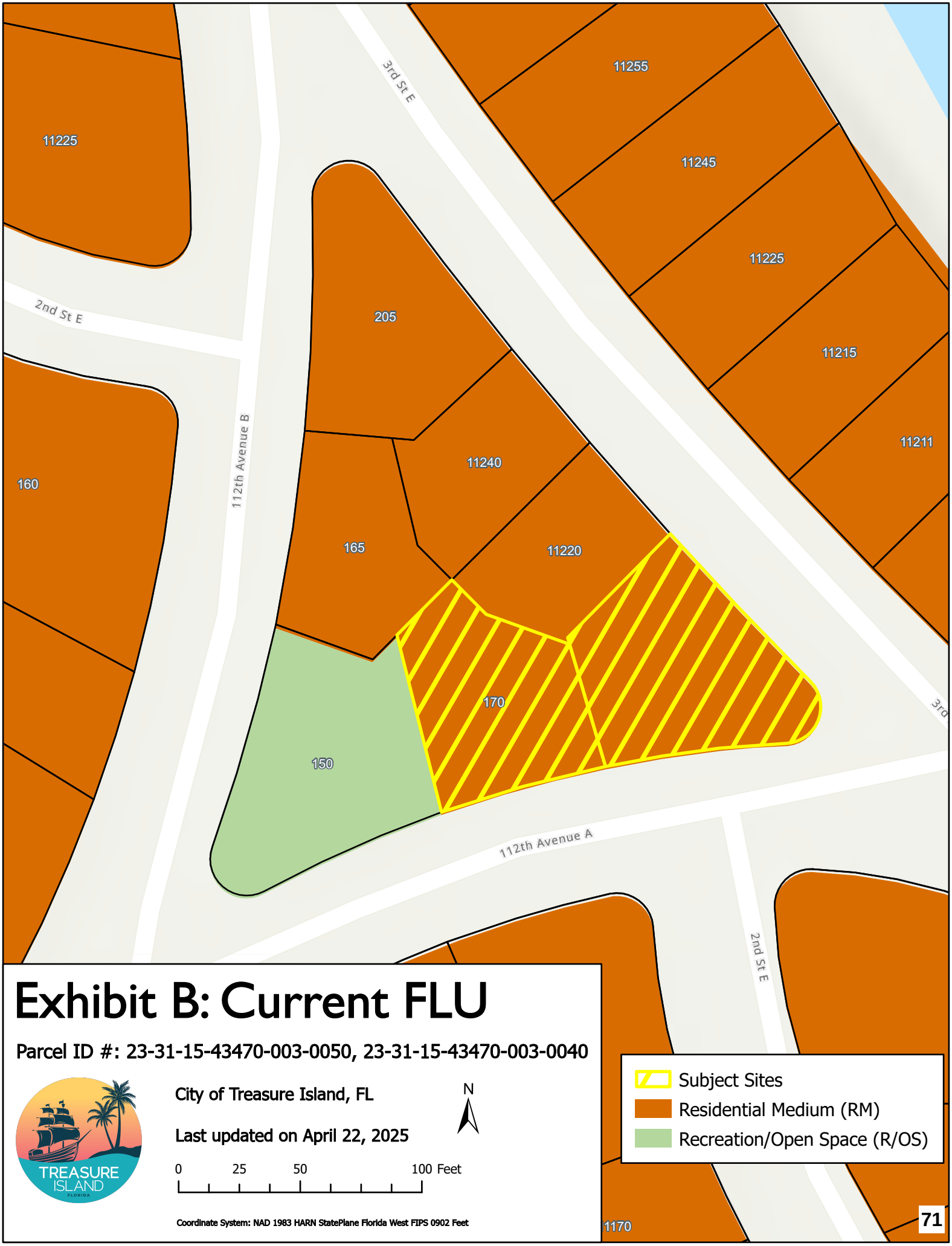


Exhibit B: Current FLU

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

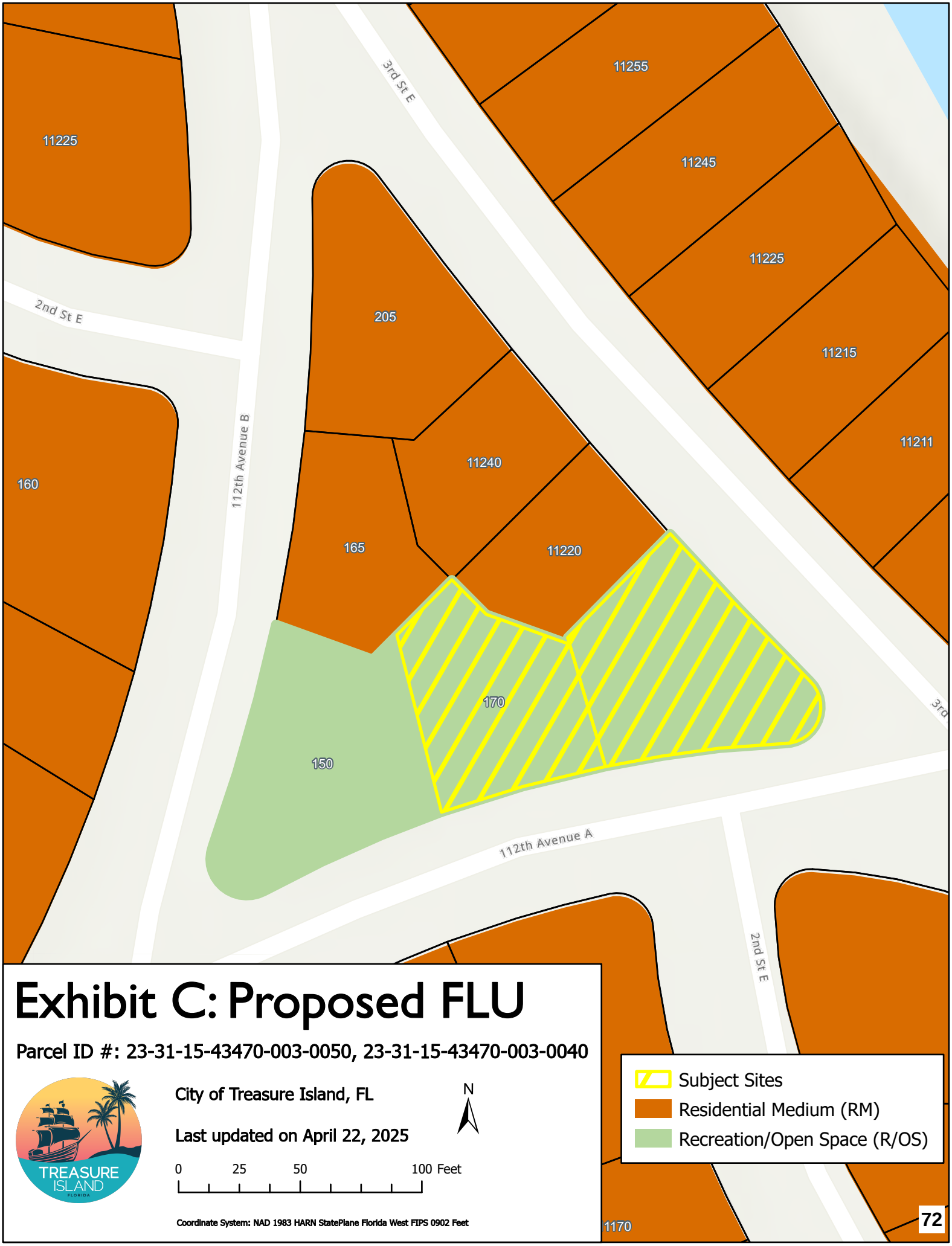


Exhibit C: Proposed FLU

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT

ATTACHMENT

1. Existing Use – The Isle of Palms Park is located within the Isle of Palms subdivision of the City of Treasure Island, FL. The property is situated in the northwesterly corner of the intersection of 112th Avenue A and 3rd Street East within the city limits. The street address is 170 112th Avenue.

   The Isle of Palms Park property consists of three parcels, lot 4, 5 & 6. Lot 6 is owned by the city and zoned Recreation Open Space. Lots 4 & 5 were leased to the City of Treasure Island commencing on December 31, 1991, for a term of 100 years until December 30, 2091. Due to a change of ownership by inheritance, the property was at risk of being sold and zoned for residential development. The City purchased the two parcels on September 12, 2018. The parcels are used for a public neighborhood park on the Isle of Palms. The parcels are currently designated Residential Medium (R/M15) which public parks and public recreation areas are allowable use.

   There are no potential conflicts regarding the uses or management of the site.

   Amenities include a playground, exercise equipment, picnic table and benches, bus stop for Pinellas County students and open green space.

2. Proposed Use – The City received a grant from the Florida Communities Trust towards the purchase of Lot 4 & 5. The condition of the grant is that the property remain for public use in perpetuity and be rezoned to Recreation Open Space (R/OS). The property remains a neighborhood park for the Isle of Palms.

COMPREHENSIVE PLAN AND/OR FUTURE LAND USE MAP

ATTACHMENT

1. The City adopted a Master Park Plan in 2021 to ensure user needs are addressed and facilities maintained. Levels of service standards were removed from the updated Comprehensive Plan, and the element now references the Master Park Plan.
2. The purpose for acquiring the site is to preserve recreation/open space land that is at risk for development with residential uses, decreasing the potential for unsafe development in the Coastal High Hazard Area, encouraging alternate modes of transportation and enhancing the safety of neighborhood school age-children. The designation and acquisition of recreation and park sites shall be in accordance with long-range comprehensive plans for City development and redevelopment. The City will strive to enhance mutlimodel transportation connectivity to parks and open space facilities consistent with the Multimodel Transportation Element of the comprehensive plan and coordinate as feasible with Pinellas County's regional multimodel transportation plans.
3. A change in land use designation will decrease the potential for unsafe development in the Coastal High Hazard Area. It will adopt land development regulations which include specific open space definitions and standards, provide for the protection of open space and natural vegetation, and defines appropriate uses of open space and view corridors for buffering between land uses.
4. Recreation open space will be maintained to protect and preserve native habitats and provide passive recreation opportunities as appropriate. The City will strive to use open space to buffer incompatible recreational activities or land uses.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between the **CITY OF TREASURE ISLAND, FLORIDA**, a municipal corporation organized and existing under the Laws of Florida, whose address is 120 – 108th Avenue, Treasure Island, Florida 33706 (the "PURCHASER") and **WILLIAM BRUCE BROCK**, having an address of 211 Windward Passage, Clearwater, FL 33767-2237, **JAMES CHARLES BROCK**, having an address of 1845 Michelle Lane, Lakeland, FL 33813, **RICHARD DAVID BROCK**, having an address of 846 Granada Boulevard S., Jacksonville, FL 32207, **MARGARET V. HARRIS**, having an address of 1075 14th Avenue N., St. Petersburg, FL 33705, **SHARON A. HARRIS**, having an address of 223 Aranda St. NE, St. Petersburg, FL 33704, and **PATRICIA H. BURGIN**, having an address of 534 W. Beechtree Lane, Wayne, PA 19087, (collectively the "SELLER"), (PURCHASER and SELLER collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions set forth in this Agreement, the property located in **Pinellas County, Florida** (the "Property") and more particularly described as follows:

> ***Lot 4, Block C, Isle of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isle of Palms less that part of described beginning NE corner of Lot 5 thence S 16° 45' 09" E 2.85 feet thence N 70° 35' 26" W 36.44 feet thence S 74° 22' 50" E 34.84 feet to the point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.***
>
> ***Parcel ID Numbers*** *23-31-15-43470-003-0040*
> *and*
> *23-31-15-43470-003-0050*
>
> ***Property Address:*** *112th Avenue, Treasure Island, FL*
> *and*
> *170 112th Avenue, Treasure Island, Florida*

It is expressly understood and agreed by the Parties that the PURCHASER entered into a Lease with predecessors in interest of SELLER on December 30, 1991, which was subsequently amended on July, 8, 1996 (collectively the "Lease"). PURCHASER has been in possession of the Property throughout the term(s) of the Lease. Upon the Effective Date of this Agreement (hereinafter defined), the Parties agree that all terms and conditions of the Lease and all rights and remedies of the Parties in accordance with the Lease remain in full force and effect until the Closing (hereinafter defined). Nothing contained in this

Purchase and Sale Agreement (including, without limitation, Paragraph 10) shall require SELLER to account to PURCHASER for any sums (e.g., utility charges, taxes, assessments, etc.) or to incur any "hold harmless" obligations otherwise assumed by PURCHASER, pursuant to the "Lessee Covenants" as set forth in the Lease.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property is FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00), payable in cash, by wire transfer of United States Dollars at the Closing (hereinafter defined).

3. ESCROW AGENT. PURCHASER and SELLER authorize LEWIS, LONGMAN & WALKER, P.A. to act as Escrow Agent (the "Escrow Agent"). The Escrow Agent will receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. To be effective, this Agreement must be executed by SELLER, PURCHASER, and the ESCROW AGENT no later than August 28, 2018. The effective date of this Agreement is the date that the Escrow Agent executes the Agreement.

5. CLOSING. The purchase and sale transaction contemplated in this Agreement will close on or before September 17, 2018 (the "Closing"), unless extended by paragraph 12 of this Agreement or by written agreement, signed by all parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER will convey to PURCHASER, by Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable, and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 of this Agreement.

7. FEASIBILITY PERIOD. The PURCHASER, and its designees will have ten (10) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests,

inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER will: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, will repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER's testing and investigation. PURCHASER agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. However, PURCHASER's indemnification obligations will not exceed its statutory limits as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLER agrees to indemnify and hold PURCHASER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to SELLER or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. SELLERS' obligations under this Section will survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within ten (10) days of the Effective Date, PURCHASER will obtain, at the PURCHASER's expense, from a Title Company chosen by PURCHASER (the "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions must be paid by Seller prior to or at closing from Seller's proceeds. PURCHASER will examine the Title Commitment and deliver written notice to SELLER no later than fifteen (15) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (the "Title Objections"). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title will be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER will have ten (10) days to diligently and in good faith undertake all necessary activities to cure and remove the Title Objections (the "Cure Period"). In the event that SELLER is unable to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER's sole and absolute discretion, will have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period, or (ii) accepting the title as it then is but using such portion of the Purchase Price as may be necessary to pay and satisfy any mortgages, outstanding utility charges, delinquent property taxes and/or code enforcement and contractors' liens or other recorded claims of lien upon the property, or (iii) canceling and terminating this Agreement, in which case, the Parties will have no further

obligations or liability under this Agreement, except for those expressly provided in this Agreement to survive termination of this Agreement.

Prior to the Closing, PURCHASER has the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER will have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update will be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

7.2. Survey Review. PURCHASER, at PURCHASER's expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same will constitute a title defect and be governed by the provisions of Section 7.1 concerning title objections.

7.3 SELLER Deliveries.

SELLER will deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Property, if any.

7.3.2 Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), which are material to the use or operation of the Property, if any.

7.3.3 Prior to the Closing Date, SELLER will execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. No later than ten (10) days prior to the Closing Date, SELLER will remedy, restore, and rectify any and all violations of the Governmental Approvals (including, but not limited to, any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), if any. PURCHASER represents that, during the term of the Lease, it has neither had actual knowledge of nor received any notice that there are or have been any violations of any Governmental approvals with respect to PURCHASER's use and operation of the Property under the Lease.

SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

8. CONDITIONS TO CLOSING. PURCHASER will not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

8.1. Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement are true and correct as of Closing.

8.2. Condition of Property. The physical condition of the Property is the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. Pending Proceedings. At Closing, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

8.4. Compliance with Laws and Regulations. The Property is in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

9. CLOSING DOCUMENTS. The PURCHASER will prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the SELLER'S Agent. At Closing, SELLER will execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

9.1. Deed. A Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller's Affidavits. SELLER will furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER and PURCHASER in accordance with the Lease. SELLER will also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same is deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER will also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the

Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, rents, interest, insurance and other expenses of the Property will be prorated through the day before Closing. PURCHASER will have the option of taking over existing policies of insurance, if assumable, in which event premiums will be prorated. Cash at Closing will be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes will be prorated based upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Ad Valorem Taxes. At Closing, PURCHASER shall be responsible for the payment of any ad valorem taxes for the year of closing.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by SELLER. Pending liens as of Closing will be assumed by PURCHASER. If the improvement has been substantially completed as of the Effective Date, any pending lien will be considered certified, confirmed or ratified and SELLER will, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

10.4. Closing Costs. PURCHASER will be responsible for all documentary stamps on the deed, recording the deed, title insurance, and all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER is responsible for their own legal fees. All other costs of closing will be borne by PURCHASER.

10.5 Closing Procedure. PURCHASER will fund the Purchase Price subject to the credits, offsets and prorations set forth in this Agreement. SELLER and PURCHASER (as applicable) will execute and deliver to Closing Agent the Closing Documents. The Closing Agent will, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the Public Records of Pinellas County, Florida.

10.6 Existing Mortgages and Other Liens. At Closing, SELLER will obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in

this Agreement (i) are now true, and (ii) is true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) will survive the Closing. In that event, PURCHASER will be provided immediate notice as to the change to the following representations:

11.1 At all times from the Effective Date until prior to Closing, SELLER will keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER will indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

11.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations under this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

11.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent will not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" will mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent will not be unreasonably withheld or delayed.

11.5 SELLER will not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER will use its best efforts to maintain the Property in its present condition so as to ensure that it will remain substantially in the same condition from the conclusion of the Feasibility Period to the Closing Date.

11.6 SELLER represents that it has neither actual knowledge nor received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used in this Agreement, the term "Hazardous Material" means any

substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

11.7 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

11.8 Between the date of this Agreement and the date of closing, SELLER will not file any application for a change of the present zoning classification of the Property.

11.9 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

11.10 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

11.11 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, represents and warrants the following:

11.11.1 Unless otherwise specified in this Agreement, there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof, and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

11.11.2 There are no facts believed by SELLER to be material to the use, condition and operation of the Property in the manner that it has been used or operated, which it has not disclosed to PURCHASER in this Agreement, including but not limited to unrecorded instruments or defects in the condition of the Property which will impair the use or operation of the Property in any manner.

11.11.3 To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances,

regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

12.1. PURCHASER's Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, subject to the provisions of Paragraph 12.3 below, notwithstanding anything to the contrary contained in this Agreement, SELLER may, at its option: (1) declare PURCHASER in default under this Agreement by notice delivered to PURCHASER, in which event SELLER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages. SELLER and PURCHASER agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

12.2. Seller's Default. In the event that SELLER fails to fully and timely perform any of its obligations or covenants under this Agreement or if any of SELLER'S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, and subject to Paragraph 12.3 below, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages.

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described in this Agreement, the non-defaulting Party will issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party will have ten (10) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period will only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension will not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

12.4. Survival. The provisions of this section will survive the termination of this Agreement.

13. NOTICES. All notices required in this Agreement must be in writing and will be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: William Bruce Brock
211 Windward Passage
Clearwater, FL 33767-2237

With a copy to: James Charles Brock

1845 Michelle Lane
Lakeland, FL 33813

If to Purchaser: Garry Brumback, City Manager
City of Treasure Island, Florida
120 – 108th Avenue
Treasure Island, Florida 33706

With a copy to: Jennifer R. Cowan, Esq.
Lewis, Longman & Walker, PA
100 Second Avenue South, Suite 501-S
St. Petersburg, FL 33701

14. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are made binding on, and inure to the benefit of the successors and permitted assigns of the Parties to this Agreement. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which will not be unreasonably withheld. PURCHASER may not assign its interest in this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld.

15. BROKER FEES. The SELLER and PURCHASER state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement and are not liable for a sales commission. SELLER will indemnify, defend and hold harmless the PURCHASER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section will survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

16.1. For purposes of this Agreement, pollutant (the "Pollutant") means any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal (the "Disposal") means the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws (the "Environmental Laws") means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

16.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER warrants and represents the following, as applicable:

(1) That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER, to the best of SELLER'S knowledge.

(2) SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge, threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth in this Agreement. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER's reasonable attorneys' fees and costs, both trial and appellate.

18. MISCELLANEOUS.

18.1. General. This Agreement, and any amendment to this Agreement, may be executed in any number of counterparts, each of which is deemed to be an original and all of which will, together, constitute one and the same instrument. The section and paragraph headings contained in this Agreement are for the purposes of identification only and will not be considered in construing this Agreement. Reference to a Section is deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter in this Agreement, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement must be interpreted in accordance with the laws of the State of Florida. The Parties agree that jurisdiction of any litigation brought arising out of this Agreement is in the Sixth Judicial Circuit, in and for Pinellas County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Middle District of Florida.

18.2. Computation of Time. Any reference to time periods in this Agreement which are not measured in business days and which are less than six (6) days, will exclude Saturdays, Sundays and legal holidays in the time computation. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday will extend to 5:00 p.m. on the

next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date will not include the Effective Date in the time calculation.

18.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions of this Agreement, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations under this Agreement, will be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph will survive termination of this Agreement and the Closing.

18.4. Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation of this Agreement. Neither this Agreement nor any amendment to this Agreement may be more strictly construed against any of the Parties. As used in this Agreement, or any amendment to this Agreement, the masculine will include the feminine, the singular will include the plural, and the plural will include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing will not merge into the Deed.

18.5. Severability. If any provision of this Agreement or the application of this Agreement will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law. The provisions of this Section will apply to any amendment of this Agreement.

18.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by PURCHASER and SELLER control all printed provisions in conflict therewith.

18.7 WAIVER OF JURY TRIAL. AS AN INDUCEMENT TO PURCHASER AGREEING TO ENTER INTO THIS AGREEMENT, PURCHASER AND SELLER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

18.8. Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, will be awarded to the prevailing party.

18.9 Binding Authority. Each party represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

18.10 Recording. This Agreement may be recorded in the Public Records of Pinellas County, Florida.

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

Printed Name: Marina Rozique

Printed Name: Alicia Hess
As to William Bruce Brock

WILLIAM BRUCE BROCK
Date: 8/18/2018

Printed Name: Ken Jurgensmeyer

Printed Name: Gail Donlon
As to James Charles Brock

JAMES CHARLES BROCK
Date: 8/18/2018

Printed Name:

Printed Name:
As to Richard David Brock

RICHARD DAVID BROCK
Date:

Alicia Hess

Printed Name: Alicia Hess

Printed Name: Marina Rozique
As to Margaret V. Harris

MARGARET V. HARRIS
Date: 8/19/18

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

_____
Printed Name:_____

_____
Printed Name:_____
As to William Bruce Brock

_____
WILLIAM BRUCE BROCK
Date:_____

_____
Printed Name:_____

_____
Printed Name:_____
As to James Charles Brock

_____
JAMES CHARLES BROCK
Date:_____

_____
Printed Name: Shannon Nicholes

_____
Printed Name: Christina Hurell
As to Richard David Brock

_____
RICHARD DAVID BROCK
Date: 8-17-18

_____
Printed Name:_____

_____
Printed Name:_____
As to Margaret V. Harris

_____
MARGARET V. HARRIS
Date:_____

Rozique
Printed Name: Marina Rozique

Alice A. Martin
Printed Name: Alice A. Martin
As to Sharon A. Harris

Printed Name: Alicia Hess

Rozique
Printed Name: Marina Rozique
As to Patricia H. Burgin

Ruth A. Nickerson
Printed Name: Ruth A. Nickerson

Cathy Hayduke
Printed Name: Cathy Hayduke
As to the City of Treasure Island, Florida

Sharon A. Harris
SHARON A. HARRIS
Date: 8/19/2018

Patricia H. Burgin
PATRICIA H. BURGIN
Date: Aug. 19, 2018

"PURCHASER"

CITY OF TREASURE ISLAND, FLORIDA

By:
Printed Name: Barry Brumback
Title: City Manager
Date: August 21, 2018

"ESCROW AGENT"

LEWIS, LONGMAN & WALKER, P.A.

By:
Printed Name: Raymond Green
Title: Attorney/Title Agent
Date: 8/22/2018

LPA RESOLUTION NO. 2025-07

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-04 AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulations; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-04 amending the Future Land Use map of the City of Treasure Island and has considered the information received at said public hearing; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-04 to the City Commission through Resolution 2025-07.

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the Future Land Use map of the City of Treasure Island Comprehensive Plan, as set forth in Ordinance 2025-04, with the recommendation to approve the amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 15th Day of MAY 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

~~Richard Harris, Chair~~
~~Local Planning Agency~~
Ross Sanchez, vice chair

5/15/25
Date

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

On October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

The Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms. Two of the parcels associated with Triangle Park were purchased by the City of Treasure Island in 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses. Therefore, the city is seeking to amend the Future Land Use Map to meet this requirement.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any: N/A

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

The proposed ordinance changes the designation from Residential Medium to Recreation/Open Space. As the property has historically been used as a park there is no direct impact on businesses.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There is no new charge or fee.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

No revenues will be generated from this ordinance.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

This ordinance is a change to the Future Land Use Map from Residential Medium to Recreation/Open Space. No businesses will be impacted by this ordinance.

D. Additional information the governing body deems useful (if any): N/A

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
permits@mytreasureisland.org

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT APPLICATION

Application # _____ Date April 24, 2025

The application shall include a verified statement showing each individual having a legal and/or equitable ownership interest in the property upon which the application for amendment is sought.

OWNER/APPLICANT INFORMATION

OWNER'S NAME: City of Treasure Island PHONE 727-547-4575

OWNER'S ADDRESS: 10451 Gulf Blvd EMAIL: chauduke@mytreasureisland.org

CITY: Treasure Island STATE: FL ZIP: 33706

AGENT'S NAME: _____ PHONE _____

AGENT's ADDRESS: _____ EMAIL: _____

CITY: _____ STATE: _____ ZIP: _____

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): 23-31-15-43470-003-0050 + 23-31-15-43470-003-0040

LEGAL DESCRIPTION: Isle of Palms Park BLK C, Lot 5 less that Part Desc Beg NE corner of Lot 5 ; Isle of Palms Park BLK C, Lot 4

PROPERTY DESCRIPTION

PROPERTY ADDRESS: 170 112th Avenue

PROPERTY ACRES (AC): 0.251 PROPERTY SQUARE FEET (SF): 10,940

CURRENT FUTURE LAND USE CATEGORY: R/M15

PROPOSED FUTURE LAND USE CATEGORY: R/OS

CURRENT ZONING DISTRICT DESIGNATION: R/M15

PROPOSED ZONING DISTRICT DESIGNATION: R/OS

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Cathy Hayduke — Cathy Hayduke

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 24 day of April, 2025, by Cathy Hayduke, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

Michael A. Baker

Notary Public

My Commission Expires:

MICHAEL A. BAKER
Notary Public - State of Florida
Commission # HH 190659
My Comm. Expires Oct 25, 2025
Bonded through National Notary Assn.

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission.

Comprehensive Plan Text Amendment/Future Land Use Map Amendment: $2,250

Rezoning: $2,000

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT

APPLICATION NO. _____

Applicant City of Treasure Island

Address 10451 Gulf Blvd, Treasure Island, FL 33706

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

See attached

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

See attached

Comprehensive Plan and/or Future Land Use Map Amendment

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

See attached

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

See attached

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

See attached

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

See attached

Zoning Map Amendment

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

See attached

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

See attached

(3) The possible overloading of the city's sewage collection facilities

See attached

(4) The possible overloading of the city's drainage system

See attached

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

See attached

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

See attached

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

See attached

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

See attached

(9) The impact of the proposed rezoning upon property values in the adjacent area

See attached

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

See attached

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

See attached

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting
2. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers
3. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers
4. The legal description of the subject property
5. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney
6. Property survey
7. A copy of the zoning map, clearly marking the boundaries of the property being considered.
8. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office.
9. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections68-121 and 68-122) as applicable.
10. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department.

59995

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-04 was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of **Affiant** _____

Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-04. The public hearing will be held on Tuesday, November 4, 2025, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-04

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE FUTURE LAND USE MAP OF THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN FOR TWO LOTS ASSOCIATED WITH ISLE OF PALMS PARK ALSO KNOWN AS "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET, FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/ OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR TRANSMITTAL TO REVIEWING AGENCIES IN ACCORDANCE WITH THE REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-04 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/15/2025 DB 59995-1

AGENDA ITEM NO. H.3

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: Maryellen Edwards, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2025-05 amending the Official Zoning Map of the City of Treasure Island.

BACKGROUND: The Isle of Palms Park also known as “Triangle Park’ is located on the northeast corner of 112th Avenue A and 13th Street East, Treasure Island. There are two lots, Lot 4 and Lot 5, which combined measure approximately 0.256 acres or 11,170 square feet. The property contains a shuffleboard court, playground structure and swing set, bus stop, bicycle rack and park amenities such as benches and trash receptacles.

The Legal Description for the property is listed as: Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.

The former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property and in August 2018 the City Commission authorized the City Manager to sign the purchase and sale contract for the property. The property was purchased in September 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-

	2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds. Specifically, the Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.
POLICY/PURPOSE:	To amend the Official Zoning Map of the City of Treasure Island in accordance with Florida Statutes and the City of Treasure Island Land Development Regulations.
STRATEGIC PLAN RELEVANCE:	Goal 1: Promote a socially connected community through the implementation of the Master Park Plan.
ANALYSIS/DISCUSSION:	As required by the Grant Agreement the City has filed an application for an amendment to the Official Zoning Map to change the designation for the two properties (Lots 4 & 5) from the Residential Medium (RM-15) to the Recreation/Open Space (R/OS). The application is consistent with the amendment procedure outlined in the City of Treasure Island Land Development Regulations.
FUNDING:	No funding is required for this Ordinance.
MOTION:	I move to (approve/deny) Ordinance 2025-05 amending the official zoning map of the City of Treasure Island at this second and final reading.

ATTACHMENTS:

Ordinance 2025-05 Amending the Zoning Map (02832651-2).DOCX
Zoning Map Exhibits A-C.pdf
ZONING MAP AMENDMENT APPLICATION.pdf
ZONING MAP AMENDMENT ATTACHMENT.pdf
Fully executed Purchase and Sale Agreement Isle of Palms 8-22-18 (01030132xBA9D6).pdf
LPA Signed Resolution 2025-08 (approval of 2025-05).pdf
Business Impact Ord 2025-05.docx
59997.pdf

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms as shown on Exhibit A; and

WHEREAS, the legal description of the property is listed as Lot 4, Block C, Isles of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isles of Palms less that part of described beginning NE corner of Lot 5 thence S 16D 45' 09" E 2.85 feet thence N 70D 35' 26" W 36.44 feet thence S 74D 22' 50" E 34.84 feet to point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida; and

WHEREAS, the former owners of the property, heirs to Patricia B. Harris, Charles A Brock and his wife Jeanne Brock, expressed their desire to sell the property; and

WHEREAS, on August 21, 2018, the City Commission approved Resolution 18-16 which authorized the City Manager to sign the purchase and sale contract for the Isle of Palms property; and

WHEREAS, the City of Treasure Island ("City") purchased the Isle of Palms Park property (Lots 4 & 5) in September of 2018; and

WHEREAS, on October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park (Lots 4 & 5) ("Grant Agreement"); and

WHEREAS, the Grant Agreement imposes certain terms and conditions on the lands acquired under the Florida Communities Trust Act that must be met prior to the disbursement of any FCT Florida Forever funds; and

WHEREAS, Section XI of the agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses; and

WHEREAS, the property owner, City of Treasure Island ("City"), has filed an application to change the zoning designation for the two properties (Lots 4 & 5) described on Exhibit "B" from the Residential Medium (RM-15) district to the Recreation/Open Space (R/OS) district as depicted on the attached Exhibit "C"; and

WHEREAS, the Planning and Zoning Board, sitting as the Local Planning Agency, met on May 15, 2025, and determined that the application is consistent with the rezoning criteria outlined in Section 68-122 of the City of Treasure Island, Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan; and

WHEREAS, the City Commission has reviewed the application and determined that the requested zoning change is consistent with the rezoning criteria outlined in Section 68-122 of the City of Treasure Island Land Development Regulations, the City of Treasure Island Comprehensive Plan and the Forward Pinellas Countywide Plan.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

SECTION 2. The Official Zoning Map of the City of Treasure Island is hereby amended to change the current zoning designation of the properties from Residential Medium (RM-15) to Recreation/Open Space (R/OS) as depicted on Exhibit "C".

SECTION 3. SEVERABILITY.
It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT.
All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. EFFECTIVE DATE.
This Ordinance shall take effect upon Ordinance 2025-04 effective date.

FIRST READING and PUBLIC HEARING on the 17th day of June, 2025.

SECOND READING and PUBLIC HEARING on the ___ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the 4th day of June, 2025 and the ___day of _____ 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ___ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk



Exhibit A: Overview

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

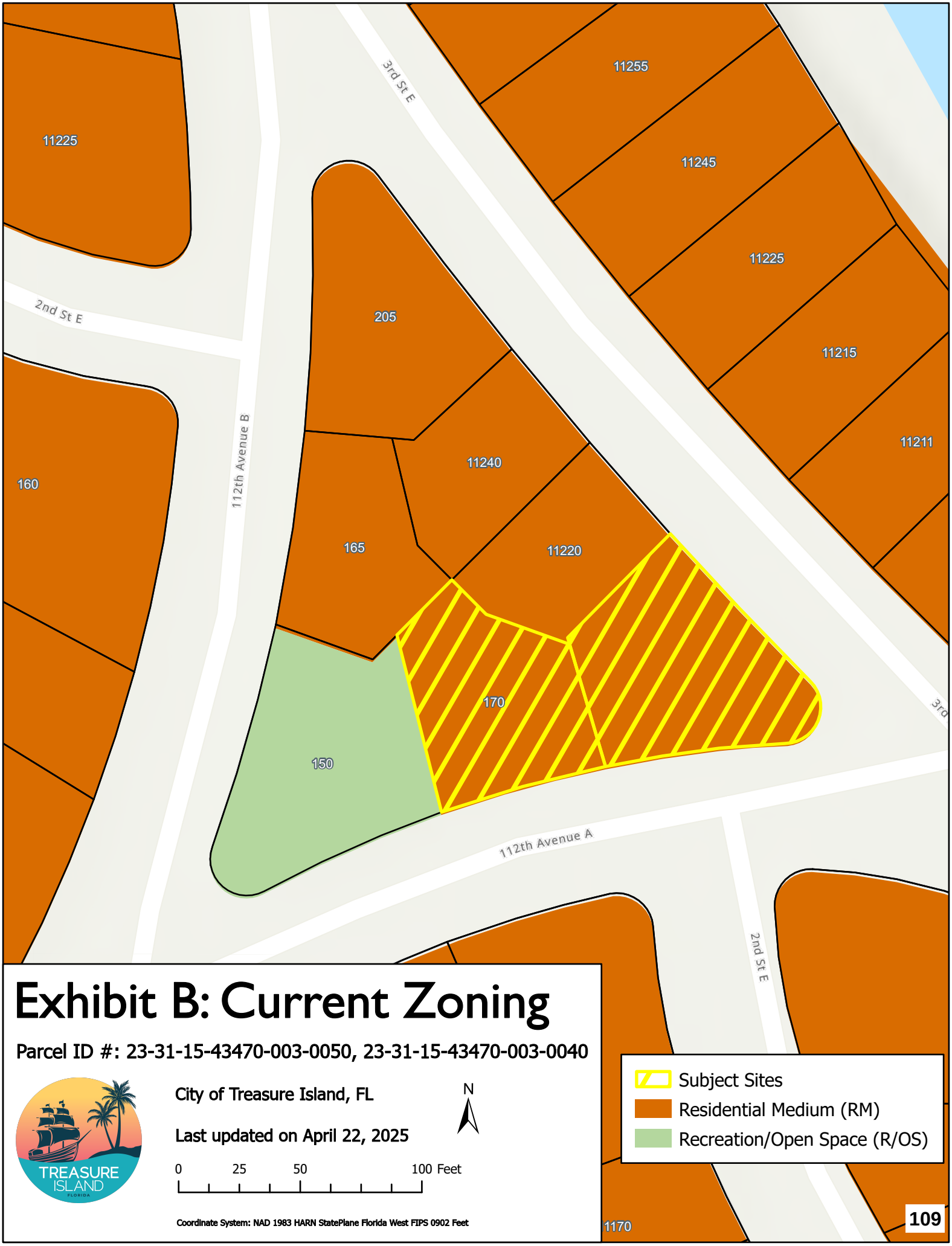


Exhibit B: Current Zoning

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

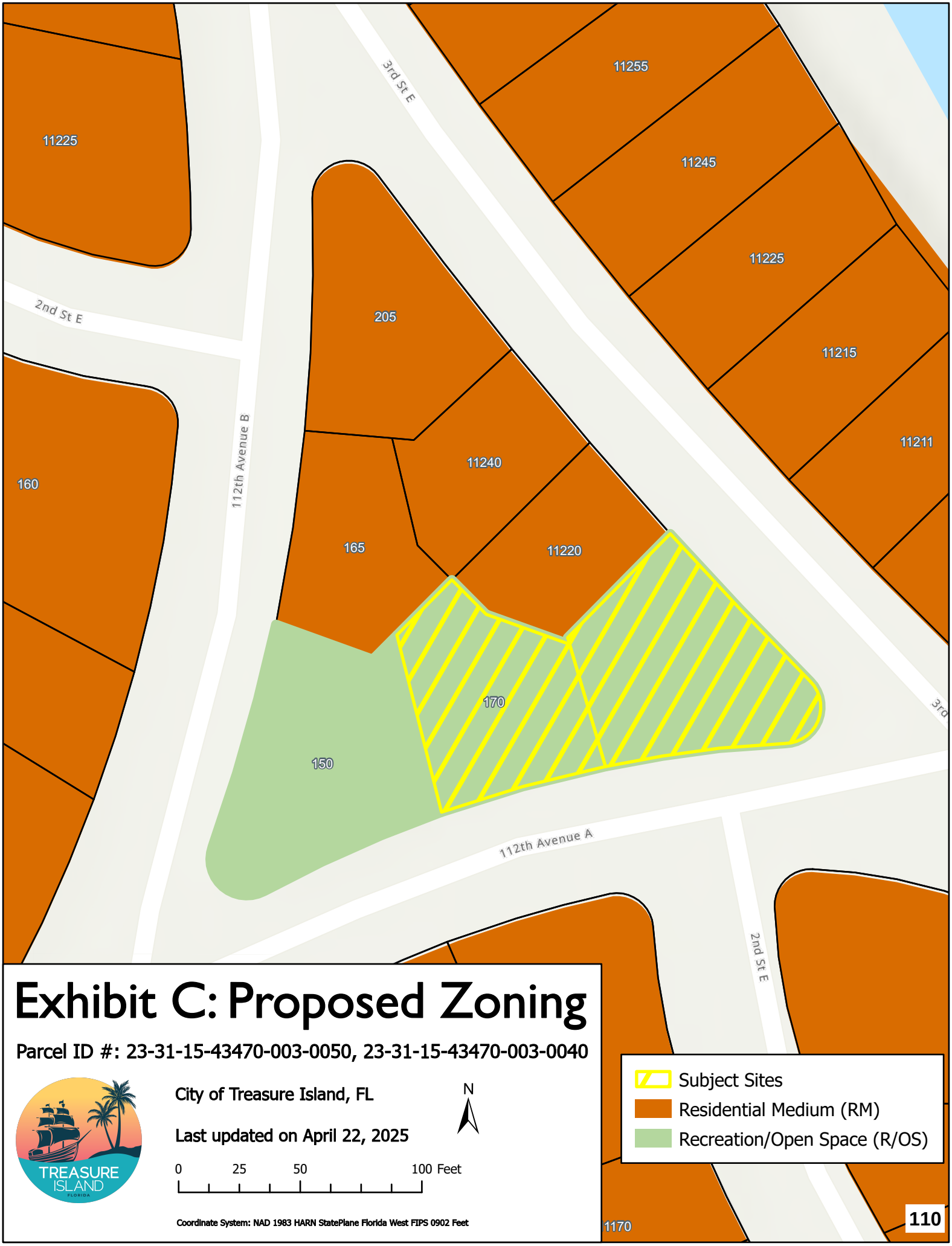


Exhibit C: Proposed Zoning

Parcel ID #: 23-31-15-43470-003-0050, 23-31-15-43470-003-0040

City of Treasure Island, FL

Last updated on April 22, 2025

N

0 25 50 100 Feet

Coordinate System: NAD 1983 HARN StatePlane Florida West FIPS 0902 Feet

- Subject Sites
- Residential Medium (RM)
- Recreation/Open Space (R/OS)

City of Treasure Island

Community Development Department
10451 Gulf Blvd, Treasure Island, FL 33706
(727) 547-4575
permits@mytreasureisland.org

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT APPLICATION

Application # _____ Date April 24, 2025

The application shall include a verified statement showing each individual having a legal and/or equitable ownership interest in the property upon which the application for amendment is sought.

OWNER/APPLICANT INFORMATION

OWNER'S NAME: City of Treasure Island PHONE 727-547-4575

OWNER'S ADDRESS: 10451 Gulf Blvd EMAIL: chauduke@mytreasureisland.org

CITY: Treasure Island STATE: FL ZIP: 33706

AGENT'S NAME: _____ PHONE _____

AGENT's ADDRESS: _____ EMAIL: _____

CITY: _____ STATE: _____ ZIP: _____

Note: The owner/applicant must submit a notarized letter authorizing the agent to act on their behalf and stating the agent's name, address and phone number.

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL ID NUMBER(S): 23-31-15-43470-003-0050 + 23-31-15-43470-003-0040

LEGAL DESCRIPTION: Isle of Palms Park BLK C, Lot 5 less that Part Desc Beg NE corner of Lot 5 ; Isle of Palms Park BLK C, Lot 4

PROPERTY DESCRIPTION

PROPERTY ADDRESS: 170 112th Avenue

PROPERTY ACRES (AC): 0.251 PROPERTY SQUARE FEET (SF): 10,940

CURRENT FUTURE LAND USE CATEGORY: R/M15

PROPOSED FUTURE LAND USE CATEGORY: R/OS

CURRENT ZONING DISTRICT DESIGNATION: R/M15

PROPOSED ZONING DISTRICT DESIGNATION: R/OS

THE UNDERSIGNED CERTIFIES that the ownership of all property within this application has been fully divulged, whether such ownership be contingent or absolute, and that the names of all parties to any contract for sale in existence or any options to purchase are filed with this application. Further, this application must be complete and accurate before the Public Hearing can be advertised, with attached justification form(s) completed and filed as part of this application. Furthermore, I certify that the information contained herein is correct to the best of my knowledge.

Cathy Hayduke — Cathy Hayduke

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

_____ — _____

Signature of Applicant — Printed Name of Signatory

(THIS FORM MUST BE SIGNED BY ALL TITLE HOLDER OR HOLDERS)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 24 day of April, 2025, by Cathy Hayduke, who ✓ is personally known to me or _____ has produced a _____ driver's license or _____ as identification.

Michael A. Baker

Notary Public

My Commission Expires:

MICHAEL A. BAKER
Notary Public - State of Florida
Commission # HH 190659
My Comm. Expires Oct 25, 2025
Bonded through National Notary Assn.

A fee payable to the City of Treasure Island must accompany this application in accordance with the fee schedule set by the City Commission.

Comprehensive Plan Text Amendment/Future Land Use Map Amendment: $2,250

Rezoning: $2,000

COMPREHENSIVE PLAN AMENDMENT, FUTURE LAND USE MAP AMENDMENT, AND/OR ZONING MAP AMENDMENT

APPLICATION NO. _____

Applicant City of Treasure Island

Address 10451 Gulf Blvd, Treasure Island, FL 33706

(1) Existing Use: If the property is developed, describe, in general terms, the existing use of the property such as the type of use, number of units, gross floor area etc. If the property contains structures, please submit a site plan in addition to the description.

See attached

(2) Proposed Use: Please describe the proposed use that requires the zone or text change. The proposed plan, including a site plan, for the site in question must be submitted along with a verbal representation of the proposed project.

See attached

Comprehensive Plan and/or Future Land Use Map Amendment

All Comprehensive Plan amendments and Future land Use Map amendments are evaluated by the Local Planning Agency and the City Commission based on consistency with the City of Treasure Island Comprehensive Plan, the criteria outlined in Section 68-121 of the Land Development Regulations and the Forward Pinellas Countywide Plan. Please describe how your application meets the following criteria:

(1) The proposed amendment will meet the acceptable level of service standards established in the comprehensive plan;

See attached

(2) The proposed amendment is in harmony with the general intent of the comprehensive plan;

See attached

(3) A change in land use designation must be compatible with adjacent land uses, and one that will not become a potential nuisance; and

See attached

(4) A change in land use designation must be compatible with the current and future use of adjacent and nearby properties to justify the proposed change and will not negatively affect the property values of adjacent and nearby properties.

See attached

Zoning Map Amendment

Please note that applications for changes to the Zoning Map are evaluated by the Local Planning Agency and the City Commission based on the criteria outlined in Section 68-121 of the Land Development Regulations. Please describe how your application will affect the following:

(1) The existing land use pattern; compatible with the purpose and intent of the applicable comprehensive plan goals, objectives and policies

See attached

(2) The population density pattern of the area and possible increase or overtaxing of the load on public facilities such as utilities and streets

See attached

(3) The possible overloading of the city's sewage collection facilities

See attached

(4) The possible overloading of the city's drainage system

See attached

(5) The proposed change would create an isolated zoning district unrelated to adjacent and nearby zoning districts

See attached

(6) The existence of changed or changing conditions which make the passage of the proposed rezoning necessary or appropriate

See attached

(7) The impact of the proposed rezoning upon living conditions in the adjacent neighborhood

See attached

(8) The impact of the rezoning and allowable development upon the flow of light and air to adjacent areas

See attached

(9) The impact of the proposed rezoning upon property values in the adjacent area

See attached

(10) The impact of the proposed rezoning upon improvement or development of adjacent property in accordance with existing regulations

See attached

(11) The existence of other adequate sites in the city for the proposed use in districts already permitting such use

See attached

Submittal Requirements

The following information is required to be completed or submitted with this completed application. (10 copies of each for a FLUM and Rezoning Application)

1. Pre-application meeting
2. Legal names of each of the owners of the subject property including their business and home addresses and telephone numbers
3. If any owner is a business entity such as a partnership, corporation or joint venture, the names and business addresses of all partners and officers, as appropriate, and telephone numbers
4. The legal description of the subject property
5. If the applicant for rezoning is a representative of the owner, evidence of agency in the form of a letter, affidavit or other document satisfactory to the city attorney
6. Property survey
7. A copy of the zoning map, clearly marking the boundaries of the property being considered.
8. Attach proof of ownership (i.e. copy of the deed). Include a copy of the property record card from the property appraiser's office.
9. Written statement regarding the consistency with the City's Comprehensive Plan and Land Development Regulations for amendments (Sections68-121 and 68-122) as applicable.
10. Proof of mailing of Public Notice. At least 10 days prior to each public hearing date (Local Planning Agency and two City Commission meetings) the applicant must send a public notice to all property owners within 200 feet (500 feet if the property is within the planned development districts) of the subject property. The Community Development Department will create the notice and mailing labels. The applicant is responsible for printing and mailing the notices and providing proof of mailing from USPS to the Community Development Department.

ZONING MAP AMENDMENT ATTACHMENT

1. The Isle of Palms Park is permitted use in both R/M15 and R/OS. No changes in the characteristic of the park will occur.
2. The population density pattern of the area and possible increase or overtaxing of the land is not applicable.
3. There are no restroom buildings or facilities on this property to overload the city's sewer collection facilities.
4. Overloading of the city's drainage system will not be affected. The city removed shuffleboard courts and two additional cement slabs to allow for additional open green space and reduce the impervious surface.
5. The proposed change would not create an isolated zoning district as adjacent lot is already zoned Recreation Open Space.
6. There are no proposed changes to the existing property or park
7. The Isle of Palms Park is the park for the Isle of Palms neighborhood and has been since 1991. There is no impact to the living conditions of the adjacent neighborhood.
8. There is no impact upon the flow of light and air to the adjacent areas.
9. There is no impact to property values in the adjacent area.
10. There is no impact of the proposed rezoning upon improvement or development of the property
11. There is no impact of the existence of other adequate sites in the city for the proposed use in districts already permitting such use.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (the "Agreement") is made and entered into as of the Effective Date (hereinafter defined), by and between the **CITY OF TREASURE ISLAND, FLORIDA**, a municipal corporation organized and existing under the Laws of Florida, whose address is 120 – 108th Avenue, Treasure Island, Florida 33706 (the "PURCHASER") and **WILLIAM BRUCE BROCK**, having an address of 211 Windward Passage, Clearwater, FL 33767-2237, **JAMES CHARLES BROCK**, having an address of 1845 Michelle Lane, Lakeland, FL 33813, **RICHARD DAVID BROCK**, having an address of 846 Granada Boulevard S., Jacksonville, FL 32207, **MARGARET V. HARRIS**, having an address of 1075 14th Avenue N., St. Petersburg, FL 33705, **SHARON A. HARRIS**, having an address of 223 Aranda St. NE, St. Petersburg, FL 33704, and **PATRICIA H. BURGIN**, having an address of 534 W. Beechtree Lane, Wayne, PA 19087, (collectively the "SELLER"), (PURCHASER and SELLER collectively referred to as the "Parties").

In consideration of the mutual covenants and agreements set forth in this Agreement, the Parties agree as follows:

1. PURCHASE AND SALE/PROPERTY. SELLER agrees to sell and convey to PURCHASER, and PURCHASER agrees to purchase and acquire from SELLER, on the terms and conditions set forth in this Agreement, the property located in **Pinellas County, Florida** (the "Property") and more particularly described as follows:

> ***Lot 4, Block C, Isle of Palms, according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida and Lot 5, Block C, Isle of Palms less that part of described beginning NE corner of Lot 5 thence S 16° 45' 09" E 2.85 feet thence N 70° 35' 26" W 36.44 feet thence S 74° 22' 50" E 34.84 feet to the point of beginning according to map or plat thereof recorded in Plat Book 7, Page 52, Public Records of Pinellas County, Florida.***
>
> ***Parcel ID Numbers*** *23-31-15-43470-003-0040*
> *and*
> *23-31-15-43470-003-0050*
>
> ***Property Address:*** *112th Avenue, Treasure Island, FL*
> *and*
> *170 112th Avenue, Treasure Island, Florida*

It is expressly understood and agreed by the Parties that the PURCHASER entered into a Lease with predecessors in interest of SELLER on December 30, 1991, which was subsequently amended on July, 8, 1996 (collectively the "Lease"). PURCHASER has been in possession of the Property throughout the term(s) of the Lease. Upon the Effective Date of this Agreement (hereinafter defined), the Parties agree that all terms and conditions of the Lease and all rights and remedies of the Parties in accordance with the Lease remain in full force and effect until the Closing (hereinafter defined). Nothing contained in this

Purchase and Sale Agreement (including, without limitation, Paragraph 10) shall require SELLER to account to PURCHASER for any sums (e.g., utility charges, taxes, assessments, etc.) or to incur any "hold harmless" obligations otherwise assumed by PURCHASER, pursuant to the "Lessee Covenants" as set forth in the Lease.

2. PURCHASE PRICE AND PAYMENT. The Purchase Price to be paid for the Property is FOUR HUNDRED THOUSAND and 00/100 Dollars ($400,000.00), payable in cash, by wire transfer of United States Dollars at the Closing (hereinafter defined).

3. ESCROW AGENT. PURCHASER and SELLER authorize LEWIS, LONGMAN & WALKER, P.A. to act as Escrow Agent (the "Escrow Agent"). The Escrow Agent will receive, deposit and hold funds in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Agreement. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to PURCHASER and SELLER, unless the misdelivery is due to Escrow Agent's willful breach of this Agreement or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorney's fees and costs to be paid from the escrowed funds which are charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

4. EFFECTIVE DATE. To be effective, this Agreement must be executed by SELLER, PURCHASER, and the ESCROW AGENT no later than August 28, 2018. The effective date of this Agreement is the date that the Escrow Agent executes the Agreement.

5. CLOSING. The purchase and sale transaction contemplated in this Agreement will close on or before September 17, 2018 (the "Closing"), unless extended by paragraph 12 of this Agreement or by written agreement, signed by all parties, extending the Closing.

6. TITLE TO BE CONVEYED. At Closing, SELLER will convey to PURCHASER, by Warranty Deed complying with the requirements of the Title Commitment (hereinafter defined), valid, good, marketable, and insurable title in fee simple to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, restrictions and other conditions except only the following (collectively, the "Permitted Exceptions"): (a) general real estate taxes and special assessments for the year of Closing and subsequent years not yet due and payable; (b) covenants, conditions, easements, dedications, rights-of-way and matters of record included on the Title Commitment or shown on the Survey (defined in Section 7), to which PURCHASER fails to object, or which PURCHASER agrees to accept, pursuant to Section 7.1 and Section 7.2 of this Agreement.

7. FEASIBILITY PERIOD. The PURCHASER, and its designees will have ten (10) days from the Effective Date of this Agreement ("Feasibility Period"), at PURCHASER's expense, to make inquiries to determine if the Property is suitable for its intended use and to enter upon the Property, at any time and from time to time with reasonable notice to SELLER and so long as said investigations do not result in a business interruption, to perform any and all physical tests,

inspections, valuation appraisals and investigations of the Property, including but not limited to Phase I and Phase II investigations, which PURCHASER may deem necessary. During this Feasibility Period, PURCHASER may elect, in PURCHASER's sole and absolute discretion, to terminate this Agreement. If PURCHASER elects to terminate this Agreement in accordance with this Section, PURCHASER will: (i) leave the Property in substantially the condition existing on the Effective Date, subject to such disturbance as was reasonably necessary or convenient in the testing and investigation of the Property; (ii) to the extent practicable, will repair and restore any damage caused to the Property by PURCHASER's testing and investigation; and (iii) release to SELLER, at no cost, all reports and other work generated as a result of the PURCHASER's testing and investigation. PURCHASER agrees to indemnify and hold SELLER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to PURCHASER (including, without limitation, any construction liens resulting therefrom) or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. However, PURCHASER's indemnification obligations will not exceed its statutory limits as provided within Section 768.28, Florida Statutes, and PURCHASER does not waive its sovereign immunity rights. SELLER agrees to indemnify and hold PURCHASER harmless from and against all claims, losses, expenses, demands and liabilities, including, but not limited to, attorney's fees, for nonpayment for services rendered to SELLER or for damage to persons or property (subject to the limitation on practicability provided above) arising out of PURCHASER's investigation of the Property. SELLERS' obligations under this Section will survive the termination, expiration or Closing of this Agreement.

7.1 Title Review. Within ten (10) days of the Effective Date, PURCHASER will obtain, at the PURCHASER's expense, from a Title Company chosen by PURCHASER (the "Title Company"), a Title Commitment covering the Property and proposing to insure PURCHASER in the amount of the Purchase Price subject only to the Permitted Exceptions, together with complete and legible copies of all instruments identified as conditions or exceptions in Schedule B of the Title Commitment. Any and all assessments, outstanding utility charges, liens and other matters not constituting Permitted Exceptions must be paid by Seller prior to or at closing from Seller's proceeds. PURCHASER will examine the Title Commitment and deliver written notice to SELLER no later than fifteen (15) days after the Effective Date notifying SELLER of any objections PURCHASER has to the condition of title (the "Title Objections"). If PURCHASER fails to deliver the Title Objections to SELLER within the aforesaid review period, title will be deemed accepted subject to the conditions set forth in the Title Commitment. If PURCHASER timely delivers the Title Objections, then SELLER will have ten (10) days to diligently and in good faith undertake all necessary activities to cure and remove the Title Objections (the "Cure Period"). In the event that SELLER is unable to cure and remove, or cause to be cured and removed, the Title Objections within the Cure Period, to the satisfaction of PURCHASER, then PURCHASER, in PURCHASER's sole and absolute discretion, will have the option of (i) extending the Cure Period and the Closing for one additional thirty (30) day period, or (ii) accepting the title as it then is but using such portion of the Purchase Price as may be necessary to pay and satisfy any mortgages, outstanding utility charges, delinquent property taxes and/or code enforcement and contractors' liens or other recorded claims of lien upon the property, or (iii) canceling and terminating this Agreement, in which case, the Parties will have no further

obligations or liability under this Agreement, except for those expressly provided in this Agreement to survive termination of this Agreement.

Prior to the Closing, PURCHASER has the right to cause the Title Company to issue an updated Title Commitment ("Title Update") covering the Property. If any Title Update contains any conditions which did not appear in the Title Commitment, and such items render title unmarketable, PURCHASER will have the right to object to such new or different conditions in writing prior to Closing. All rights and objections of the Parties with respect to objections arising from the Title Update will be the same as objections to items appearing in the Title Commitment, subject to the provisions of this Section.

7.2. Survey Review. PURCHASER, at PURCHASER's expense, may obtain a current boundary survey (the "Survey") of the Property, indicating the number of acres comprising the Property to the nearest 1/100th of an acre. If the Survey discloses encroachments on the Property or that improvements located thereon encroach on setback lines, easements, lands of others or violate any restrictions, covenants of this Agreement, or applicable governmental regulations, the same will constitute a title defect and be governed by the provisions of Section 7.1 concerning title objections.

7.3 SELLER Deliveries.

SELLER will deliver to PURCHASER the following documents and instruments within ten (10) days of the Effective Date of this Agreement, except as specifically indicated:

7.3.1 Copies of any reports or studies (including engineering, environmental, soil borings, and other physical inspection reports), in SELLER's possession or control with respect to the physical condition or operation of the Property, if any.

7.3.2 Copies of all licenses, variances, waivers, permits (including but not limited to all surface water management permits, wetland resource permits, consumptive use permits and environmental resource permits), authorizations, and approvals required by law or by any governmental or private authority having jurisdiction over the Property, or any portion thereof (the "Governmental Approvals"), which are material to the use or operation of the Property, if any.

7.3.3 Prior to the Closing Date, SELLER will execute and deliver to PURCHASER any and all documents and instruments required by PURCHASER, in PURCHASER's sole and absolute discretion, which: (i) effectuate the transfer to PURCHASER of those Governmental Approvals, or portions thereof which are applicable to the Property, that PURCHASER desires to have assigned to it, and/or (ii) cause the Property to be withdrawn from any Governmental Approvals. No later than ten (10) days prior to the Closing Date, SELLER will remedy, restore, and rectify any and all violations of the Governmental Approvals (including, but not limited to, any and all portions of the surface water management system, mitigation areas or other items which do not comply with the Governmental Approvals or applicable rules), if any. PURCHASER represents that, during the term of the Lease, it has neither had actual knowledge of nor received any notice that there are or have been any violations of any Governmental approvals with respect to PURCHASER's use and operation of the Property under the Lease.

SELLER warrants that there will not be, at the time of Closing, any unrecorded instruments affecting the title to the Property, including, but not limited to any conveyances, easements, licenses or leases.

8. CONDITIONS TO CLOSING. PURCHASER will not be obligated to close on the purchase of the Property unless each of the following conditions (collectively, the "Conditions to Closing") are either fulfilled or waived by PURCHASER in writing:

8.1. Representations and Warranties. All of the representations and warranties of SELLER contained in this Agreement are true and correct as of Closing.

8.2. Condition of Property. The physical condition of the Property is the same on the date of Closing as on the Effective Date, reasonable wear and tear excepted.

8.3. Pending Proceedings. At Closing, there is no litigation or administrative agency or other governmental proceeding of any kind whatsoever, pending or threatened, which has not been disclosed, prior to closing, and accepted by PURCHASER.

8.4. Compliance with Laws and Regulations. The Property is in compliance with all applicable federal, state and local laws, ordinances, rules, regulations, codes, requirements, licenses, permits and authorizations as of the date of Closing.

9. CLOSING DOCUMENTS. The PURCHASER will prepare, or cause to be prepared, the Closing Documents set forth in this Section, except for documents prepared by the SELLER'S Agent. At Closing, SELLER will execute and deliver, or cause to be executed and delivered to PURCHASER the following documents and instruments:

9.1. Deed. A Warranty Deed (the "Deed") conveying to PURCHASER valid, good, marketable and insurable fee simple title to the Property free and clear of all liens, encumbrances and other conditions of title other than the Permitted Exceptions.

9.2 Seller's Affidavits. SELLER will furnish to PURCHASER an owner's affidavit attesting that, to the best of its knowledge, no individual or entity has any claim against the Property under the applicable construction lien law; and that there are no parties in possession of the Property other than SELLER and PURCHASER in accordance with the Lease. SELLER will also furnish to PURCHASER a non-foreign affidavit with respect to the Property. In the event SELLER is unable to deliver its affidavits referenced above, the same is deemed an uncured title objection.

9.3. Closing Statement. A closing statement setting forth the Purchase Price, the Deposit, all credits, adjustments and prorations between PURCHASER and SELLER, all costs and expenses to be paid at Closing, and the net proceeds due SELLER, which PURCHASER will also execute and deliver at Closing.

9.4. Corrective Documents. Documentation required to clear title to the

Property of all liens, encumbrances and exceptions, if any, other than Permitted Exceptions.

9.5. Additional Documents. Such other documents as PURCHASER or the Title Company may reasonably request that SELLER execute and deliver, and any other documents required by this Agreement or reasonably necessary in order to close this transaction and effectuate the terms of this Agreement.

10. PRORATIONS, CLOSING COSTS AND CLOSING PROCEDURES.

10.1. Prorations. Assessments, rents, interest, insurance and other expenses of the Property will be prorated through the day before Closing. PURCHASER will have the option of taking over existing policies of insurance, if assumable, in which event premiums will be prorated. Cash at Closing will be increased or decreased as may be required by prorations to be made through the day prior to Closing. Taxes will be prorated based upon the current year's tax with due allowance made for maximum allowable discount.

10.2 Ad Valorem Taxes. At Closing, PURCHASER shall be responsible for the payment of any ad valorem taxes for the year of closing.

10.3. Special Assessment Liens. Certified, confirmed and ratified special assessment liens imposed by public bodies as of Closing are to be paid by SELLER. Pending liens as of Closing will be assumed by PURCHASER. If the improvement has been substantially completed as of the Effective Date, any pending lien will be considered certified, confirmed or ratified and SELLER will, at Closing, be charged an amount equal to the last estimate or assessment for the improvement by the public body.

10.4. Closing Costs. PURCHASER will be responsible for all documentary stamps on the deed, recording the deed, title insurance, and all general closing expenses (settlement fee, courier fees, overnight package, etc.). SELLER is responsible for their own legal fees. All other costs of closing will be borne by PURCHASER.

10.5 Closing Procedure. PURCHASER will fund the Purchase Price subject to the credits, offsets and prorations set forth in this Agreement. SELLER and PURCHASER (as applicable) will execute and deliver to Closing Agent the Closing Documents. The Closing Agent will, at Closing: (i) disburse the sale proceeds to SELLER; (ii) deliver the Closing Documents and a "marked-up" Title Commitment to PURCHASER, and promptly thereafter, record the Deed and other recordable Closing Documents in the Public Records of Pinellas County, Florida.

10.6 Existing Mortgages and Other Liens. At Closing, SELLER will obtain, or cause to be obtained, satisfaction or release of record of all mortgages, liens and judgments applicable to and encumbering the Property.

11. REPRESENTATIONS, COVENANTS AND WARRANTIES. To induce PURCHASER to enter into this Agreement, SELLER makes the following representations, all of which, to the best of its knowledge, in all material respects and except as otherwise provided in

this Agreement (i) are now true, and (ii) is true as of the date of the Closing unless SELLER receives information to the contrary, and (iii) will survive the Closing. In that event, PURCHASER will be provided immediate notice as to the change to the following representations:

11.1 At all times from the Effective Date until prior to Closing, SELLER will keep the Property (whether before or after the date of Closing) free and clear of any mechanic's or materialmen's liens for work or materials furnished to or contracted for, by or on behalf of SELLER prior to the Closing, and SELLER will indemnify, defend and hold PURCHASER harmless from and against all expense and liability in connection therewith (including, without limitation, court costs and reasonable attorney's fees).

11.2 SELLER has no actual knowledge nor has SELLER received any notice of any litigation, claim, action or proceeding, actual or threatened, against SELLER or the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof or which would otherwise relate to the Property.

11.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations under this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER; no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

11.4 SELLER represents that SELLER will not, between the date of this Agreement and the Closing, without PURCHASER'S prior written consent, which consent will not be unreasonably withheld or delayed, except in the ordinary course of business, create any encumbrances on the Property. For purposes of this provision the term "encumbrances" will mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions. Additionally, SELLER represents that SELLER will not, between the date of this Agreement, and the Closing take any action to terminate or materially, amend or alter any existing leases presently in existence, without the prior consent of PURCHASER, which consent will not be unreasonably withheld or delayed.

11.5 SELLER will not list or offer the Property for sale or solicit or negotiate offers to purchase the Property while this Agreement is in effect. SELLER will use its best efforts to maintain the Property in its present condition so as to ensure that it will remain substantially in the same condition from the conclusion of the Feasibility Period to the Closing Date.

11.6 SELLER represents that it has neither actual knowledge nor received any notice that the Property has been, is presently or is contemplated to be utilized as a reservoir of hazardous material. As used in this Agreement, the term "Hazardous Material" means any

substance, water or material which has been determined by any state, federal or local government authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation, and/or any other state or local governmental agency now or hereafter authorized to regulate materials and substances in the environment (collectively "Governmental Authority(ies)").

11.7 SELLER represents to PURCHASER that the Property is not subject to any deed restrictions or declaration of restrictions running with the Property which would affect the use of the Property except those constituting Permitted Exceptions as defined above.

11.8 Between the date of this Agreement and the date of closing, SELLER will not file any application for a change of the present zoning classification of the Property.

11.9 Authority. The execution and delivery of this Agreement by SELLER and the consummation by SELLER of the transaction contemplated by this Agreement are within SELLER'S capacity and all requisite action has been taken to make this Agreement valid and binding on SELLER in accordance with its terms. The person executing this Agreement on behalf of SELLER has been duly authorized to act on behalf of and to bind SELLER, and this Agreement represents a valid and binding obligation of SELLER.

11.10 Title. SELLER is and will be on the Closing Date, the owner of valid, good, marketable and insurable fee simple title to the Property, free and clear of all liens, encumbrances and restrictions of any kind, except the Permitted Exceptions (and encumbrances of record which will be discharged at Closing).

11.11 Additional Warranties and Representations of SELLER. As a material inducement to PURCHASER entering into this Agreement, SELLER, to the best of SELLER'S information and belief, represents and warrants the following:

11.11.1 Unless otherwise specified in this Agreement, there are no pending applications, permits, petitions, contracts, approvals, or other proceedings with any governmental or quasi-governmental authority, including but not limited to, PURCHASER, municipalities, counties, districts, utilities, and/or federal or state agencies, concerning the use or operation of, or title to the Property or any portion thereof, and SELLER has not granted or is not obligated to grant any interest in the Property to any of the foregoing entities.

11.11.2 There are no facts believed by SELLER to be material to the use, condition and operation of the Property in the manner that it has been used or operated, which it has not disclosed to PURCHASER in this Agreement, including but not limited to unrecorded instruments or defects in the condition of the Property which will impair the use or operation of the Property in any manner.

11.11.3 To the best of SELLER'S knowledge, the Property and the use and operation thereof are in compliance with all applicable county and governmental laws, ordinances,

regulations, licenses, permits and authorizations, including, without limitation, applicable zoning and environmental laws and regulations.

12. DEFAULT.

12.1. PURCHASER's Default. In the event that this transaction fails to close due to a wrongful refusal to close or default on the part of PURCHASER, subject to the provisions of Paragraph 12.3 below, notwithstanding anything to the contrary contained in this Agreement, SELLER may, at its option: (1) declare PURCHASER in default under this Agreement by notice delivered to PURCHASER, in which event SELLER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages. SELLER and PURCHASER agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision.

12.2. Seller's Default. In the event that SELLER fails to fully and timely perform any of its obligations or covenants under this Agreement or if any of SELLER'S representations are untrue or inaccurate, then, notwithstanding anything to the contrary contained in this Agreement, and subject to Paragraph 12.3 below, PURCHASER may, at its option: (1) declare SELLER in default under this Agreement by notice delivered to SELLER, in which event PURCHASER may terminate this Agreement and neither Party will have any further rights under this Agreement, or (2) seek specific performance of this Agreement, without waiving any action for damages.

12.3. Notice of Default. Prior to declaring a default and exercising the remedies described in this Agreement, the non-defaulting Party will issue a notice of default to the defaulting Party describing the event or condition of default in sufficient detail to enable a reasonable person to determine the action necessary to cure the default. The defaulting Party will have ten (10) days from delivery of the notice during which to cure the default, provided, however, that as to a failure to close, the cure period will only be three (3) business days from the delivery of notice. Both parties agree that if an extension is requested, such extension will not be unreasonably withheld. If the default has not been cured within the aforesaid period, the non-defaulting Party may exercise the remedies described above.

12.4. Survival. The provisions of this section will survive the termination of this Agreement.

13. NOTICES. All notices required in this Agreement must be in writing and will be considered delivered when received by certified mail, return receipt requested, or personal delivery to the following addresses:

If to Seller: William Bruce Brock
211 Windward Passage
Clearwater, FL 33767-2237

With a copy to: James Charles Brock

1845 Michelle Lane
Lakeland, FL 33813

If to Purchaser: Garry Brumback, City Manager
City of Treasure Island, Florida
120 – 108th Avenue
Treasure Island, Florida 33706

With a copy to: Jennifer R. Cowan, Esq.
Lewis, Longman & Walker, PA
100 Second Avenue South, Suite 501-S
St. Petersburg, FL 33701

14. BINDING OBLIGATION/ASSIGNMENT. The terms and conditions of this Agreement are made binding on, and inure to the benefit of the successors and permitted assigns of the Parties to this Agreement. SELLER may not assign its interest in this Agreement without the prior written consent of PURCHASER, which will not be unreasonably withheld. PURCHASER may not assign its interest in this Agreement without the prior written consent of SELLER, which will not be unreasonably withheld.

15. BROKER FEES. The SELLER and PURCHASER state that they have not dealt with a real estate broker in connection with the transaction contemplated by this Agreement and are not liable for a sales commission. SELLER will indemnify, defend and hold harmless the PURCHASER from and against any and all claims, losses, damages, costs or expenses (including, without limitation, attorney's fees) of any kind or character arising out of or resulting from any agreement, arrangement or understanding alleged to have been made by SELLER on its behalf with any broker or finder in connection with this Agreement. The provisions of this Section will survive Closing or termination of this Agreement.

16. ENVIRONMENTAL CONDITIONS.

16.1. For purposes of this Agreement, pollutant (the "Pollutant") means any hazardous or toxic substance, material, or waste of any kind or any contaminant, pollutant, petroleum, petroleum product or petroleum by-product as defined or regulated by environmental laws. Disposal (the "Disposal") means the release, storage, use, handling, discharge, or disposal of such Pollutants. Environmental laws (the "Environmental Laws") means any applicable federal, state, or local laws, statutes, ordinances, rules, regulations or other governmental restrictions.

16.1.1 As a material inducement to PURCHASER entering into this Agreement, SELLER warrants and represents the following, as applicable:

(1) That SELLER and occupants of the Property have obtained and are in full compliance with any and all permits regarding the Disposal of Pollutants on the Property or contiguous property owned by SELLER, to the best of SELLER'S knowledge.

(2) SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant on the Property. SELLER is not aware nor does it have any notice of any past, present or future events, conditions, activities or practices on contiguous property that is owned by SELLER which may give rise to any liability or form a basis for any claim, demand, cost or action relating to the Disposal of any Pollutant affecting the SELLER'S property.

(3) There is no civil, criminal or administrative action, suit, claim, demand, investigation or notice of violation pending or, to the best of that entity's knowledge, threatened against SELLER or the Property relating in any way to the Disposal of Pollutants on the Property, any portion thereof, or on any contiguous property owned by SELLER.

17. PUBLIC RECORDS. PURCHASER is a public agency subject to Chapter 119, Florida Statutes. The SELLER is notified that the PURCHASER is required by law, pursuant to Chapter 119, to maintain and disclose upon request all records deemed public under the statute including this Agreement and some or all of the documents necessary to consummate the transaction set forth in this Agreement. To the extent that any litigation should be instituted by SELLER, either directly or as a third party, to prevent or prohibit PURCHASER from disclosing or providing documents involving this Agreement or the transaction set forth in the Agreement pursuant to a public records request submitted under Chapter 119, SELLER agrees that PURCHASER may either: 1) defend the claim up to and including final judgment, or 2) interplead the challenged documents into the court. In either event, SELLER agrees to pay PURCHASER's reasonable attorneys' fees and costs, both trial and appellate.

18. MISCELLANEOUS.

18.1. General. This Agreement, and any amendment to this Agreement, may be executed in any number of counterparts, each of which is deemed to be an original and all of which will, together, constitute one and the same instrument. The section and paragraph headings contained in this Agreement are for the purposes of identification only and will not be considered in construing this Agreement. Reference to a Section is deemed to be a reference to the entire Section, unless otherwise specified. No modification or amendment of this Agreement will be of any force or effect unless in writing executed by the Parties. This Agreement sets forth the entire agreement between the Parties relating to the Property and all subject matter in this Agreement, and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Parties. This Agreement must be interpreted in accordance with the laws of the State of Florida. The Parties agree that jurisdiction of any litigation brought arising out of this Agreement is in the Sixth Judicial Circuit, in and for Pinellas County, Florida, or, should any cause of action be limited to federal jurisdiction only, in the United States District Court for the Middle District of Florida.

18.2. Computation of Time. Any reference to time periods in this Agreement which are not measured in business days and which are less than six (6) days, will exclude Saturdays, Sundays and legal holidays in the time computation. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday will extend to 5:00 p.m. on the

next full business day. Time is of the essence in the performance of all obligations under this Agreement. Time periods commencing with the Effective Date will not include the Effective Date in the time calculation.

18.3. Waiver. Neither the failure of a party to insist upon a strict performance of any of the terms, provisions, covenants, agreements and conditions of this Agreement, nor the acceptance of any item by a party with knowledge of a breach of this Agreement by the other party in the performance of their respective obligations under this Agreement, will be deemed a waiver of any rights or remedies that a party may have or a waiver of any subsequent breach or default in any of such terms, provisions, covenants, agreements or conditions. This paragraph will survive termination of this Agreement and the Closing.

18.4. Construction of Agreement. The Parties to this Agreement, through counsel, have participated freely in the negotiation and preparation of this Agreement. Neither this Agreement nor any amendment to this Agreement may be more strictly construed against any of the Parties. As used in this Agreement, or any amendment to this Agreement, the masculine will include the feminine, the singular will include the plural, and the plural will include the singular, as the context may require. Provisions of this Agreement that expressly provide that they survive the Closing will not merge into the Deed.

18.5. Severability. If any provision of this Agreement or the application of this Agreement will, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances will be affected thereby, but instead must be enforced to the maximum extent permitted by law. The provisions of this Section will apply to any amendment of this Agreement.

18.6 Handwritten Provisions. Handwritten provisions inserted in this Agreement and initialed by PURCHASER and SELLER control all printed provisions in conflict therewith.

18.7 WAIVER OF JURY TRIAL. AS AN INDUCEMENT TO PURCHASER AGREEING TO ENTER INTO THIS AGREEMENT, PURCHASER AND SELLER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

18.8. Attorneys Fees and Costs. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorneys' fees and costs, including those at the appellate level, will be awarded to the prevailing party.

18.9 Binding Authority. Each party represents and warrants to the other that each person executing this Agreement on behalf of the PURCHASER and SELLER has full right and lawful authority to execute this Agreement and to bind and obligate the party for whom or on whose behalf he or she is signing with respect to all provisions contained in this Agreement.

18.10 Recording. This Agreement may be recorded in the Public Records of Pinellas County, Florida.

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

18.12 SELLER Attorneys' Fees and Costs. SELLER acknowledges and agrees that SELLER will be responsible for its own attorneys' fees and all costs, if any, incurred by SELLER in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

Printed Name: Marina Rozique

Printed Name: Alicia Hess
As to William Bruce Brock

WILLIAM BRUCE BROCK
Date: 8/18/2018

Printed Name: Ken Jurgensmeyer

Printed Name: Gail Donlon
As to James Charles Brock

JAMES CHARLES BROCK
Date: 8/18/2018

Printed Name:

Printed Name:
As to Richard David Brock

RICHARD DAVID BROCK
Date:

Alicia Hess
Printed Name: Aliciahess

Printed Name: Marina Rozique
As to Margaret V. Harris

MARGARET V. HARRIS
Date: 8/19/18

18.11 Survival. The covenants, warranties, representations, indemnities and undertakings of SELLER set forth in this Agreement, will survive the Closing, the delivery and recording of the SELLER'S Property Deed and PURCHASER's possession of the Property.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective date.

Signed, sealed and delivered in the presence of:

"SELLER"

_____
Printed Name:_____

_____
Printed Name:_____
As to William Bruce Brock

_____
WILLIAM BRUCE BROCK
Date:_____

_____
Printed Name:_____

_____
Printed Name:_____
As to James Charles Brock

_____
JAMES CHARLES BROCK
Date:_____

_____
Printed Name: Shannon Nicholes

_____
Printed Name: Christina Hurell
As to Richard David Brock

_____
RICHARD DAVID BROCK
Date: 8-17-18

_____
Printed Name:_____

_____
Printed Name:_____
As to Margaret V. Harris

_____
MARGARET V. HARRIS
Date:_____

Rozique
Printed Name: Marina Rozique

Alice A. Martin
Printed Name: Alice A. Martin
As to Sharon A. Harris

Printed Name: Alicia Hess

Rozique
Printed Name: Marina Rozique
As to Patricia H. Burgin

Ruth A. Nickerson
Printed Name: Ruth A. Nickerson

Cathy Hayduke
Printed Name: Cathy Hayduke
As to the City of Treasure Island, Florida

Sharon A. Harris
SHARON A. HARRIS
Date: 8/19/2018

Patricia H. Burgin
PATRICIA H. BURGIN
Date: Aug. 19, 2018

"PURCHASER"

CITY OF TREASURE ISLAND, FLORIDA

By:
Printed Name: Barry Brumback
Title: City Manager
Date: August 21, 2018

"ESCROW AGENT"

LEWIS, LONGMAN & WALKER, P.A.

By:
Printed Name: Richard Green
Title: Attorney/Title Agent
Date: 8/22/2018

LPA RESOLUTION NO. 2025-08

A RESOLUTION OF THE LOCAL PLANNING AGENCY OF THE CITY OF TREASURE ISLAND, FLORIDA, RECOMMENDING APPROVAL OF ORDINANCE NO. 2025-05 AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); PROVIDING FOR SEVERABILITY; FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3174, Fla. Stat., provides for the establishment of a "local planning agency"; and

WHEREAS, Section 163.3174, Fla. Stat., describes the duties and responsibilities of a Local Planning Agency, which include preparing and making recommendations of comprehensive plan amendments and proposed land development regulations; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, reviewed the proposed amendments provided herein and found the amendments consistent with the Treasure Island Comprehensive Plan and its elements; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, held a public hearing on Ordinance 2025-05 amending the Future Land Use map of the City of Treasure Island and has considered the information received at said public hearing; and

WHEREAS, on May 15, 2025, the Planning and Zoning Board, sitting as the Local Planning Agency, recommended approval of Ordinance 2025-05 to the City Commission through Resolution 2025-08.

NOW, THEREFORE, BE IT RESOLVED by the Local Planning Agency of the City of Treasure Island, in a public meeting assembled:

The City of Treasure Island Local Planning Agency hereby transmits to the City Commission the proposed amendments to the official Zoning Map of the City of Treasure Island, as set forth in Ordinance 2025-05, with the recommendation to approve the amendments.

PASSED AND DULY ADOPTED BY THE CITY OF TREASURE ISLAND LOCAL PLANNING AGENCY, 15th Day of MAY 2025.

TREASURE ISLAND LOCAL PLANNING AGENCY

~~Richard Harris, Chair~~
Local Planning Agency
Ross Sanchez, vice Chair

5/15/25
Date

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); PROVIDING FOR SEVERABILITY; FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☒ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Development orders and development permits, as those terms are defined in section 163.3164, Florida Statutes, and development agreements, as authorized by the Florida Local Government Development Agreement Act under sections 163.3220-163.3243, Florida Statutes;
b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the City;
c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

On October 18, 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

The Isle of Palms Park also known as "Triangle Park" is located on the northeast corner of 112th Avenue A and 13th Street East and has been utilized as a neighborhood park for residents of the Isle of Palms. Two of the parcels associated with Triangle Park were purchased by the City of Treasure Island in 2018.

In October 2022, the City Commission approved Resolution 2022-11 accepting the Florida Communities Trust (FCT) 2018-2019 Funding Cycle Grant for the purchase of the Isle of Palms Park Property (Lots 4 & 5) ("Grant Agreement"). The Grant Agreement requires the City to ensure that, following the acquisition of the property, the future land use and zoning designation assigned to the project site is for a category dedicated to open space, conservation, or outdoor recreation uses. Therefore, the city is seeking to amend the official Zoning Map to meet this requirement.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any: N/A

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

The proposed ordinance changes the designation from Residential Medium to Recreation/Open Space. As the property has historically been used as a park there is no direct impact on businesses.

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

There is no new charge or fee.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

No revenues will be generated from this ordinance.

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3): N/A

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:

This ordinance is a change to the Future Land Use Map from Residential Medium to Recreation/Open Space. No businesses will be impacted by this ordinance.

D. Additional information the governing body deems useful (if any): N/A

59997

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-05 was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of **Affiant** _____
Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Jean M Mitotes
My Commission HH 577686
Expires 7/31/2028

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-05. The public hearing will be held on Tuesday, November 4, 2025, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-05

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF TREASURE ISLAND FOR TWO LOTS ASSOCIATED WITH "TRIANGLE PARK" LOCATED ON THE NORTHEAST CORNER OF 112TH AVENUE A AND 13TH STREET EAST (LOTS 4 & 5) WHICH COMBINED MEASURE APPROXIMATELY 0.256 ACRES OR 11,170 SQUARE FEET FROM RESIDENTIAL MEDIUM (RM-15) TO RECREATION/OPEN SPACE (R/OS); FINDING THE REQUEST CONSISTENT WITH THE CITY OF TREASURE ISLAND COMPREHENSIVE PLAN, LAND DEVELOPMENT REGULATIONS AND THE FORWARD PINELLAS COUNTYWIDE PLAN; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICT, AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-05 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/15/25 DB 59997-1

AGENDA ITEM NO. H.4

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 4, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading of Ordinance 2025-26 to Ban Shark Fishing on Treasure Island Beaches (Commissioner Dickey)
BACKGROUND:	Commissioner Item
POLICY/PURPOSE:	To prohibit shark fishing on the shores of Treasure Island.
STRATEGIC PLAN RELEVANCE:	Commissioner Item

ANALYSIS/DISCUSSION:

Our shoreline is one of our greatest assets, serving as a safe and welcoming place for families, residents, and visitors to enjoy the Gulf of Mexico. Allowing shark fishing in close proximity to swimmers not only creates a heightened risk for public safety, but also undermines the peaceful recreational environment that our city is known for.

Baiting or chumming to attract sharks introduces unnecessary hazards by drawing these powerful predators closer to areas where people swim, surf, and wade. Even if incidents are rare, the potential consequences are severe and unacceptable. Public confidence in the safety of our beaches is vital for both our residents' quality of life and the health of our local economy, which relies heavily on tourism.

In addition, sharks play a critical role in maintaining the balance of our marine ecosystem. Encouraging or allowing their targeted harvest from shorelines is inconsistent with Treasure Island's responsibility to protect our natural environment. Other Pinellas County communities, including

Indian Shores, have already recognized these concerns and acted to prohibit shark fishing on their beaches. It is time for us to do the same.

Treasure Island must prioritize safety, environmental stewardship, and our community's reputation as a family-friendly destination. For these reasons, I firmly support prohibiting shark fishing from our beaches.

FUNDING: Commissioner Item

MOTION: I move to approve Ordinance 2025-26 at this second and final public hearing.

ATTACHMENTS:
Treasure Island Shark Fishing Ban Draft.docx
59984 Ordinance 2025-26.pdf

ORDINANCE NO. 2025-26

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, CREATING A SHARK FISHING ORDINANCE TO PROHIBIT SHARK FISHING ALONG THE BEACHES OF THE CITY OF TREASURE ISLAND; INCORPORATING FINDINGS; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Treasure Island is a Florida municipal corporation and political subdivision of the State of Florida; and

WHEREAS, the City Commission of Treasure Island (the Commission) finds that sharks and all aquatic life are important to the biodiversity of the coastal waters of Florida; and

WHEREAS, the Commission has determined it to be in the public's best interest to establish reasonable regulations regarding fishing along the beaches of the City or along the shore of Blind Pass; and

WHEREAS, the City Commission desires to eliminate shark fishing from the shoreline and Blind Pass irrespective of permits issued under 50 C.F.R. § 635.4 or licenses obtained pursuant to Chapter 68B-44, F.A.C.; and

WHEREAS, the Commission finds that it is in the best interest of the City, and the health, safety and welfare of its residents, visitors and businesses, to protect endangered marine life and native species by adoption of this Ordinance.

Now, therefore, the City of Treasure Island Does Ordain:

Section 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

Section 2. That the City of Treasure Island Code of Ordinances is amended to state:

(a) No shark fishing shall be allowed along the beaches of the City or along the shore of the Blind Pass.

(b) No baiting or chumming shall be allowed along the beaches of the City or along the shore of Blind Pass. Baiting or chumming is defined as using cut up or ground up bait to put an attractive scent line on or below the surface of the water, or to visually attract other fish; this shall not prohibit someone from using a piece of cut bait on any individual line that is used for general fishing.

(c) The use of shark lures and rigs shall be strictly prohibited along the beaches of the City or along the shore of Blind Pass.

(d) All accidental shark catches must be cut loose.

(e) All shark carcasses and pieces shall be removed from Treasure Island beaches or along the shore of Blind Pass within the City limits.

Section 3. That all Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. That if any provision or part of this Ordinance is declared invalid or unenforceable as a matter of law, the offending portion shall be stricken and all other provisions hereof shall remain valid and enforceable.

Section 5. This Ordinance shall become effective immediately upon adoption in the manner provided by law.

This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the _7th__ day of _October_, 2025.

SECOND READING and PUBLIC HEARING on the _____ day of _____, 2025.

PUBLISHED in the Tampa Bay Times on the _____ day of _____, 2025

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the ____ day of _____, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

59984

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-26 was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public
Personally known X or produced identification.
Type of identification produced _____

Notary Public State of Florida
Deirdre A Bonett
My Commission HH 601171
Expires 1/4/2029

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-26. The public hearing will be held on Tuesday, November 4, 2025, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-26

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, CREATING A SHARK FISHING ORDINANCE TO PROHIBIT SHARK FISHING ALONG THE BEACHES OF THE CITY OF TREASURE ISLAND; INCORPORATING FINDINGS; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-26 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/15/2025 jm 59984-1

AGENDA ITEM NO. H.5

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: Jesse Miller, Community Development

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Second and Final Reading of Ordinance 2025-27, vacating approximately 14,000 sq ft / 0.3214 acres of an alley located between 106th and 107th Avenue, a public right-of-way, to retain a utility easement over the 30-foot-wide east-west alley, to retain a pedestrian easement over the 10-foot-wide north-south alley.

BACKGROUND: On October 7, 2025, the City Commission considered and approved on first reading Ordinance 2025-27.

- Most of the property adjacent to the right-of-way is owned by Pirate Square, LLC, the applicant.
- The requested east-west vacated area is not a through street, as it does not connect to any cross streets. Ingress and egress are provided via 1 Milliken Ct and Lot 13, both of which are designated for street and alley purposes.
- The applicant is required, as a condition of this vacation, to provide a pedestrian easement across the north-south 10-foot wide alley to maintain pedestrian access across this property.
- The proposed vacation of right-of-way is not in conflict with the City's Comprehensive Plan provided easements for the utilities are provided or any costs for the relocation of utilities and the needed easements are borne entirely by the applicant.

Please see staff report for additional information.

POLICY/PURPOSE: An ordinance for vacating approximately 14,000 sq ft / 0.3214 acres of an alley located between 106th and 107th Avenue, a

public right-of-way, to retain a utility easement over the 30-foot-wide east-west alley, to retain a pedestrian easement over the 10-foot-wide north-south alley.

STRATEGIC PLAN RELEVANCE:

Infrastructure Road Map
Goal 1: Protect City assets to sustain the future of Treasure Island
Objective 1: Assess status, and maintain City-owned infrastructure (seawalls, sanitary sewer, roads and buildings)

ANALYSIS/DISCUSSION:

The City Commission will determine if:

- there is a present necessity for this right-of-way;
- there is a foreseeable necessity for the retention of approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue; and
- if the right to convenient access of adjoining property owners will be affected by this vacation of right-of-way.

Staff recommends **APPROVAL** of the vacation of the 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue, Exhibit A, subject to the following conditions stated below and in Section 1 of the ordinance:

1. The applicant shall provide public utility easements for the area described in Exhibit A for the benefit of the City of Treasure Island stormwater facilities, Pinellas County for potable water facilities, and for Duke Energy for its electric facilities. Said easements may be relocated upon mutual agreement of the parties. A letter of no objection from the aforementioned utility providers stating that the easement is sufficient will be provided to the city within 36 months, which may be extended upon mutual agreement of the parties.
2. The applicant shall provide a pedestrian easement, depicted in Exhibit B. The alley must remain 10-foot-wide, connecting 107th Ave (north) to 106th Ave (south) alley for the benefit of the City of Treasure Island. Said easement may be relocated upon mutual agreement of the parties.
3. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public utility easement and the pedestrian easement area in compliance with Section 74-103. This condition as it

pertains to the pedestrian easement is subject to review and approval of final site plan.

4. The vacation of the right-of-way and easements shall be valid upon the City's recording with the Pinellas County Clerk of the Court and all associated fees paid for by the applicant.

FUNDING: N/A

MOTION: I move to approve Ordinance 2025-27 at this second and final reading.

ATTACHMENTS:

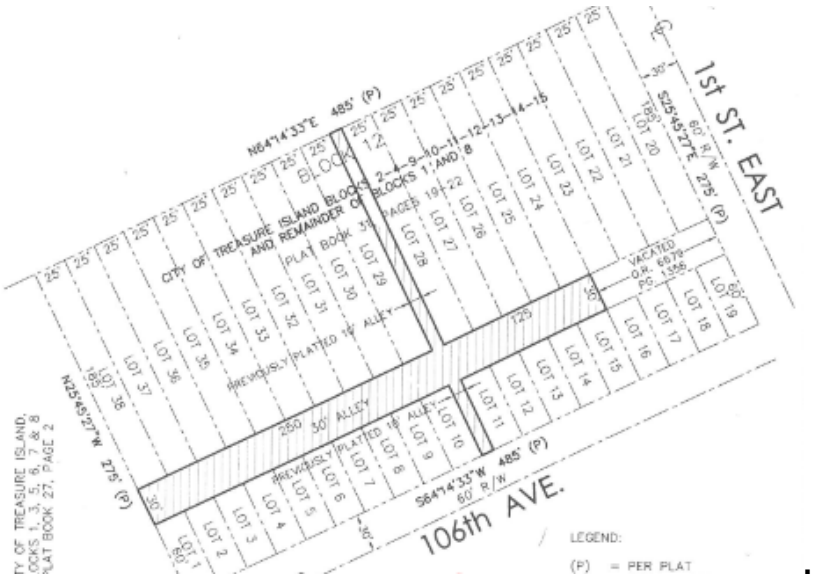
1. Staff Report.pdf
2. Ordinance 2025-27 Pirates Square Vacation Right of Way.pdf
3. Exhibit A.pdf
4. Exhibit B.pdf
5. Ordinance Business Impact Estimate.docx
6. Application (Vacation of Right-of-way).pdf
7. Applicant Memorandum.pdf
8. Sketch and Legal of Area to be Vacated.pdf
9. Sketch and Legal for Pedestrian Easement.pdf
10. Boundary Survey.pdf
11. Letters of No Objection.pdf
12. Abutting Property Owner Letter.pdf
13. Proof of Legal Ad- 59987

CITY OF TREASURE ISLAND
CITY COMMISSION
10451 Gulf Blvd, Treasure Island, Florida 33706
Telephone (727) 547-4575; Fax (727) 547-4584

CASE NO. VAC-000514-2025
STAFF REPORT
TUESDAY, NOVEMBER 4, 2025, AT 6:00 PM

DESCRIPTION: A request to vacate approx. 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue.

RIGHT-OF-WAY LOCATION:



LEGAL DESCRIPTION: ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED TROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

PROPERTY OWNER: City of Treasure Island

APPLICANT: Pirate Square, LLC.

151 107th Avenue, Suite 3
Treasure Island, FL 33706

AGENT: Mark Bentley, Esq., BCS, AICP
401 East Jackson Street, Suite 3100
Tampa, FL 33602

GENERAL INFORMATION:

Adjacent Property (Use):

North: 115 – 175 107th Avenue – Vacant/Approved for Parking Lot

West: 115 – 175 107th Avenue – Vacant/Approved for Parking Lot

South: 115 -175 107th Avenue – Vacant/Approved for Parking Lot

Lots 1, 2 and 3- Parking Lot

Lot 13- Street and alley purposes

East: 175 107th Avenue – Vacant/Approved for Parking Lot

Site Area: Right-of-way: Approximately 14,000 sq. ft. / 0.3214 acres

BACKGROUND:

This is a request to vacate approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue.

On June 19, 2025, the Planning and Zoning Board approved a site plan request for a commercial parking lot. This site plan approval is contingent upon the vacation of the 10-foot north-south alley and the 30-foot east-west alley, with all required easements being recorded.

On October 7, 2025, the City Commission considered and approved on first reading Ordinance 2025-27, vacating approximately 14,000 sq ft / 0.3214 acres of an alley located between 106th and 107th Avenue, a public right-of-way, to retain a utility easement over the 30-foot-wide east-west alley, to retain a pedestrian easement over the 10-foot-wide north-south alley.

LAND DEVELOPMENT REGULATIONS:

Sec. 74-103. - Utility easements.
To provide for public service poles, conduits, storm drains, and surface swales, sewer or gas mains (but not both), an easement not less than ten feet in width, five feet on each side of the common rear lot line and in other locations where necessary, shall be provided. If

both sewer and gas lines are to be located in such easements, a width of at least 15 feet, 7½ feet on each side, shall be provided. No building or other obstruction shall be erected and no trees or shrubbery shall be planted on any easement required under this chapter other than fences and hedges of a type approved by the city, and such fences and hedges shall be cleared away by the property owner whenever necessary in the opinion of the city.

ANALYSIS OF LAND DEVELOPMENT REGULATIONS:

The Code of Ordinances of the City does not currently provide for a procedure establishing how the City accepts and reviews applications to vacate public rights-of-ways and termination of easements. Staff have referenced prior requests to assist with processing this application.

RIGHT-OF-WAY VACATION:
The City Commission will consider an Ordinance to approve, approve with conditions, or deny the vacation of approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue, Exhibit A.

The City Commission will determine if:

- there is a present necessity for this right-of-way;
- there is a foreseeable necessity for the retention of approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue; and
- if the right to convenient access of adjoining property owners will be affected by this vacation of right-of-way.

Consistency with Comprehensive Plan:
The City's Comprehensive Plan does not list a policy specifically addressing the vacation of a right-of-way, however, the land for utilities is discussed in the Comprehensive Plan policies.

> Objective 1.9: Utilities
> The City shall continue to ensure, through site plan review, the availability of suitable land for utility facilities necessary to support proposed development.
>
> Policy 1.9.1: The City shall assure that adequate land is available for the maintenance of those public utility facilities provided by the City necessary to support proposed development.
>
> Policy 1.9.2: The City will cooperate with those public utilities providing service to the community to assure that adequate land is available for those facilities.
>
> Policy 1.9.3: The City shall coordinate with utility companies in an attempt to have new utility lines buried where feasible.

Utilities:
The applicant contacted the following utility companies to determine which services exist in

the approximately 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue and whether the utility companies have any objections or conditions to the vacation.

- **City of Treasure Island**- Public Works Department is the provider and operator of the Sanitary Sewer and Stormwater Drainage utility in Treasure Island.
    - There is one existing stormwater inlet located approximately in the middle of the area designated for vacating. In addition, there is a stormwater gravity main pipe that connects the stormwater inlet to the manhole that is located on 106th Avenue.
    - There is a sanitary sewer line and several sewer laterals within the right-of-way that is proposed to be abandoned. Any and all expenses to cut and cap or remove these individual service lines shall be at the expense of the property owner. The applicant shall pay all expenses for the survey, design, engineering, permitting, and construction of any replacement stormwater and sanitary sewer facilities which may be necessary to serve the property in the future. Any future replacement stormwater or sanitary sewer facilities system shall be inspected by the City to verify acceptable installation. The new replacement facilities shall be connected to the City utilities located within the right-of-way at points of connection designated by the City.
    - The City requires the reservation of a pedestrian easement over the 10-foot-wide alley to ensure public access and mobility in the future.

- **Pinellas County**- Pinellas County has infrastructure facilities in the right-of-way and has no objection to the vacation with a condition that a utility easement will be provided for the existing potable water main that is within the right-of-way.
- **FDOT**- No objection.
- **Charter Communications**- No objections to the request to vacate the noted right-of-way.
- **Duke Energy**- No objection subject to Duke Energy receiving easements, satisfactory to Duke Energy for the total 30-foot wide proposed vacation area for their electric facilities and network infrastructure.
- **Frontier**- No objection to the request.
- **TECO Electric**- Does not service the area and does not object.
- **TECO/Peoples Gas**- No objection. TECO-PGS does not have any active facilities in this specified area.
- **WOW**- No objection. WOW does not have any facilities in the area.
- **Lumen-** No objection. Lumen does not have any facilities within the area proposed for vacation.

Access to Abutting Property:

- The proposed right-of-way vacation is adjacent to two (2) other property owners and access to their property will not be impacted. One property owner has provided a letter of no objection, and the other property owner is the City of Treasure Island.

Findings of Fact:

- Most of the property adjacent to the right-of-way is owned by Pirate Square, LLC,

the applicant.

- The requested east-west vacated area is not a through street, as it does not connect to any cross streets. Ingress and egress are provided via 1 Milliken Ct and Lot 13, both of which are designated for street and alley purposes.
- The applicant is required, as a condition of this vacation, to provide a pedestrian easement across the north-south 10-foot wide alley to maintain pedestrian access across this property.
- The proposed vacation of right-of-way is not in conflict with the City's Comprehensive Plan provided easements for the utilities are provided or any costs for the relocation of utilities and the needed easements are borne entirely by the applicant.

STAFF RECOMMENDATION:

Staff recommends **APPROVAL** of the vacation of the 14,000 sq. ft. / 0.3214 acres of an alley, a public right-of-way, located between 106th and 107th Avenue, Exhibit A, subject to the following conditions:

1. The applicant shall provide public utility easements for the area described in Exhibit A for the benefit of the City of Treasure Island stormwater facilities, Pinellas County for potable water facilities, and for Duke Energy for its electric facilities. Said easements may be relocated upon mutual agreement of the parties. A letter of no objection from the aforementioned utility providers stating that the easement is sufficient will be provided to the city within 36 months, which may be extended upon mutual agreement of the parties.

2. The applicant shall provide a pedestrian easement, depicted in Exhibit B. The alley must remain 10-foot-wide, connecting 107th Ave (north) to 106th Ave (south) alley for the benefit of the City of Treasure Island. Said easement may be relocated upon mutual agreement of the parties.

3. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public utility easement and the pedestrian easement area in compliance with Section 74-103. This condition as it pertains to the pedestrian easement is subject to review and approval of final site plan.

4. The vacation of the right-of-way and easements shall be valid upon the City's recording with the Pinellas County Clerk of the Court and all associated fees paid for by the applicant.

[Remainder of this page left intentionally blank.]

ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA APPROVING THE VACATION OF APPROXIMATELY 14,000 SQFT / 0.3214 ACRES OF AN ALLEY LOCATED BETWEEN 106TH AND 107TH AVENUE, A PUBLIC RIGHT-OF-WAY, TO RETAIN A UTILITY EASEMENT OVER THE 30-FOOT-WIDE EAST-WEST ALLEY, TO RETAIN A PEDESTRIAN EASEMENT OVER THE 10-FOOT-WIDE NORTH-SOUTH ALLEY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission finds that there is not a present necessity for approximately 14,000 sq. ft / 0.3214 acres of alley located between 106th and 107th Avenue, a public right-of-way, to remain as a right-of-way; and

WHEREAS, the City Commission finds that there is not a foreseeable necessity for the retention of approximately 14,000 sq. ft / 0.3214 acres of alley located between 106th and 107th Avenue, a public right-of-way, as a right-of-way; and

WHEREAS, the City Commission finds that there is not a right to convenient access of adjoining property owners that will be affected by the vacation of approximately 14,000 sq. ft / 0.3214 acres of alley located between 106th and 107th Avenue, a public right-of-way; and

WHEREAS, the City Commission finds that a utility easement must be retained over the 30-foot-wide east-west alley located between 106th and 107th Avenue to ensure all utility services are maintained in the neighborhood.

WHEREAS, the City Commission finds that a pedestrian easement must be retained over the 10-foot-wide north-south alley located between 106th and 107th Avenue.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The approximately 14,000 sq. ft / 0.3214 acres of alley located between 106th and 107th Avenue described as:

> ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED TROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

is hereby vacated subject to the following conditions:

1. The applicant shall provide public utility easements for the area described in Exhibit A for the benefit of the City of Treasure Island stormwater facilities, Pinellas County for potable water facilities, and for Duke Energy for its electric facilities. Said easements

may be relocated upon mutual agreement of the parties. A letter of no objection from the aforementioned utility providers stating that the easement is sufficient will be provided to the city within 36 months, which may be extended upon mutual agreement of the parties.

2. The applicant shall provide a pedestrian easement, depicted in Exhibit B. The alley must remain 10-foot-wide, connecting 107th Ave (north) to 106th Ave (south) alley for the benefit of the City of Treasure Island. Said easement may be relocated upon mutual agreement of the parties.

3. Access to all utilities shall be maintained at all times and no structures shall be constructed within or above that public utility easement and the pedestrian easement area in compliance with Section 74-103. This condition as it pertains to the pedestrian easement is subject to review and approval of final site plan.

4. The vacation of the right-of-way and easements shall be valid upon the City's recording with the Pinellas County Clerk of the Court and all associated fees paid for by the applicant.

SECTION 2. EFFECTIVE DATE.
This Ordinance shall take effect immediately upon its final passage.

FIRST READING and PUBLIC HEARING on the 7th day of October 2025.

SECOND READING and PUBLIC HEARING on the 4th day of November, 2025.

PUBLISHED in the Tampa Bay Times on the ___ day of _____ , 202__.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, Florida, sitting on the 4th day of November 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa Marie Kennedy, City Clerk

Approved as to form:

_____
City Attorney

Exhibit A

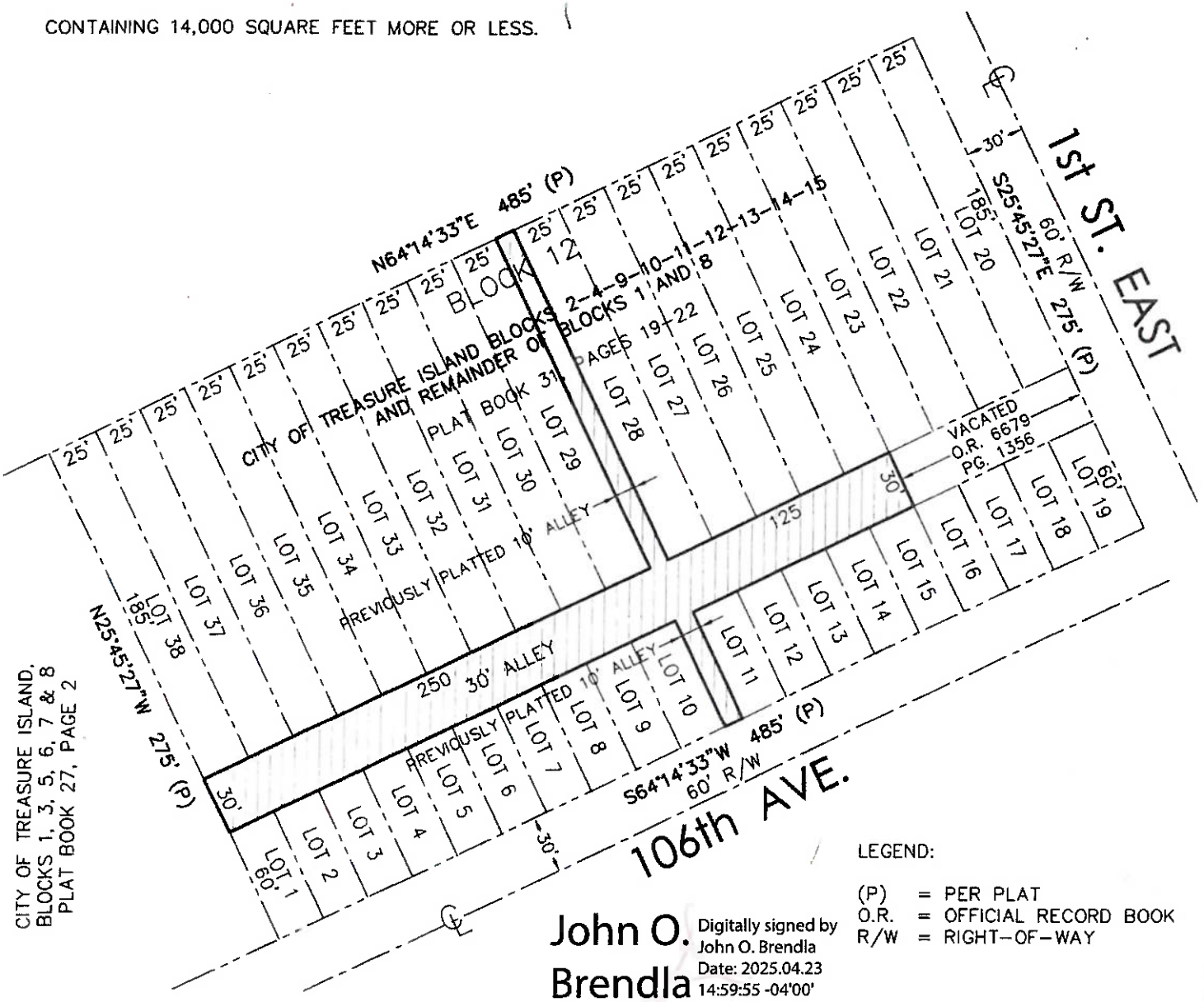
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla Digitally signed by John O. Brendla Date: 2025.04.23 14:59:55 -04'00'

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

Exhibit B

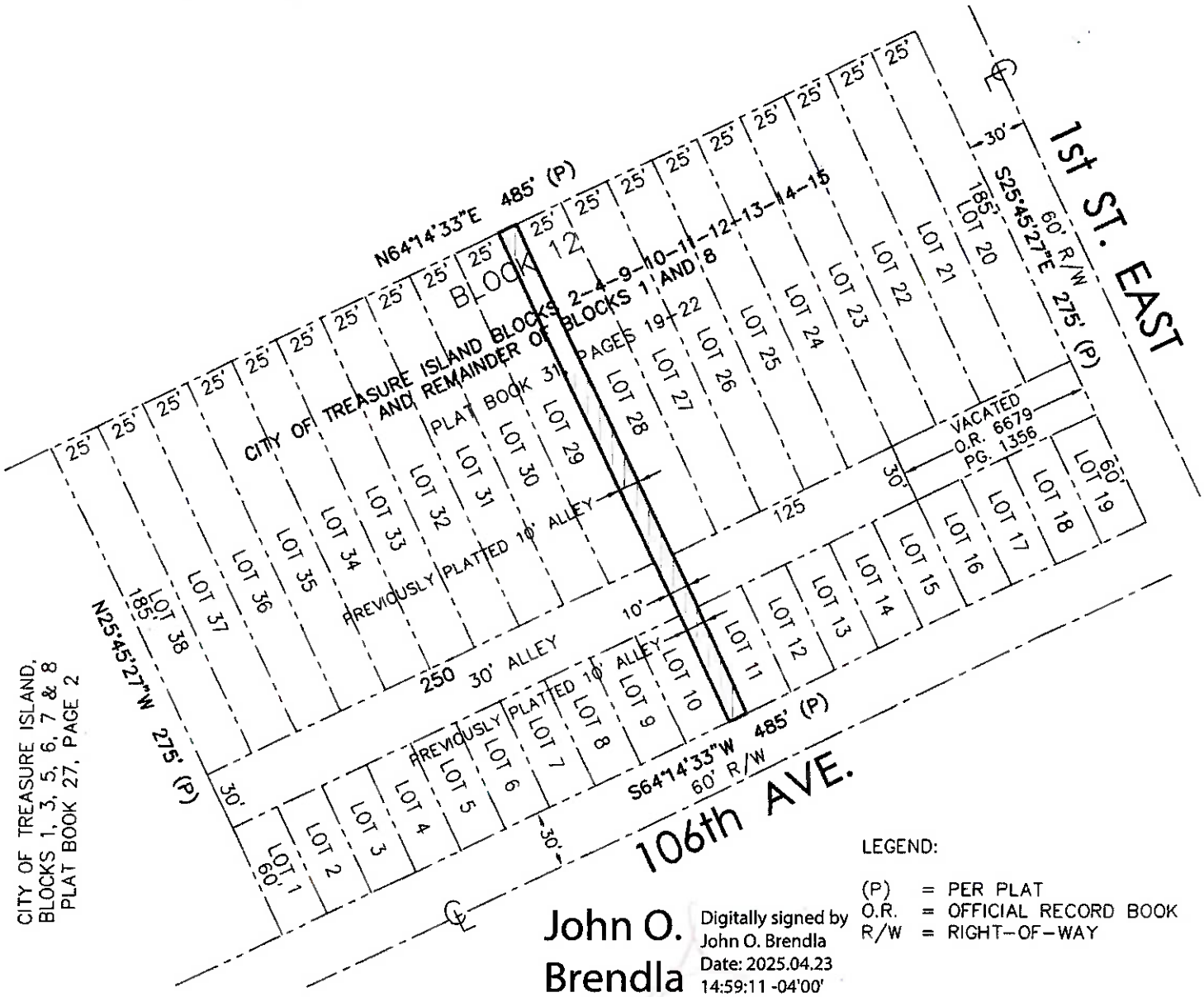
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF A 10' PEDESTRIAN EASEMENT:

THE EASTERLY 10 FEET OF THE WESTERLY 260 FEET OF BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 2,750 SQUARE FEET MORE OR LESS.

NORTH BASIS:
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SCALE: 1" = 80'



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John O. Brendla
Digitally signed by John O. Brendla
Date: 2025.04.23 14:59:11 -04'00'

PREPARED: APRIL 23, 2025 11:25 AM

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SHEET 1 OF 1

City of Treasure Island
Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA APPROVING THE VACATION OF APPROXIMATELY 14,000 SQFT / 0.3214 ACRES OF AN ALLEY LOCATED BETWEEN 106TH AND 107TH AVENUE, A PUBLIC RIGHT-OF-WAY, TO RETAIN A UTILITY EASEMENT OVER THE 30-FOOT-WIDE EAST-WEST ALLEY, TO RETAIN A PEDESTRIAN EASEMENT OVER THE 10-FOOT-WIDE NORTH-SOUTH ALLEY, AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

Question 1. Does the proposed ordinance meet one or more of the exceptions listed below? If so, then please check the applicable exception below and move to Question 2. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by section 166.041(4), Florida Statutes, for the proposed ordinance. If there is no applicable exception, proceed with completing the business impact estimate at Question 3.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Question 2. Based on the exception you selected above and in accordance with the provisions of the controlling law, please provide an explanation below of why the ordinance meets the exception(s).

The ordinance to vacate a right-of-way does not fall under an exception.

Question 3. If there is no applicable exception, proceed with completing the below Business Impact Estimate. This Business Impact Estimate may be revised following its initial posting. In accordance, the City hereby publishes the following information:

A. Summary of the proposed ordinance (must include a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals and welfare of the City):

There is no present or foreseeable necessity for an alley located between 106th and 107th avenue to remain as a right-of-way. There is no right to convenient access for adjoining property owners that will be affected by the vacation of the right-of-way.

B. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

(1) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;
None

(2) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and
The ordinance will not create any new charge or fee that businesses will be financially responsible for.

(3) An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.
None

(4) Any other direct economic impacts of the proposed ordinance on private, for-profit businesses in the City that are not covered by (1), (2), or (3):
None

C. Good faith estimate of the number of businesses likely to be impacted by the ordinance:
1 business/property owner could be impacted.

D. Additional information the governing body deems useful (if any):
None

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW
TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

Mark S. Bentley, Esq., B.C.S., AICP
400 N Ashley Drive, Suite 3100
Tampa, Florida 33602
Post Office Box 1100
Tampa, Florida 33601-1100
Telephone (813) 225-2500
Fax (813) 223-7118

Email: MarkB@JPFirm.com
File No. 155824

May 13, 2025

Via E-mail

Michael Helfrich, Director
Treasure Island Public Works
mhelfrich@mytreasureisland.org

Re: Petition for Vacation of Right-of-Way in Treasure Island, Florida

Dear Mr. Helfrich:

Please review the enclosed copy of a petition being submitted to the Treasure Island City Commission regarding a Vacation of Right-of-Way for the purpose of facilitating consolidated redevelopment of the property. After your review, please send a Letter of No Objection (or Objection, if any) via e-mail to **development@jpfirm.com**. The legal description for the alleyway to be vacated is as follows:

> ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.
>
> CONTAINING 14,000 SQUARE FEET MORE OR LESS.

Should you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

Mark Bentley

Mark Bentley, Esq., B.C.S., AICP

MB/ap
Enclos.

10722824.1

Case Number: _____

City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners	Pirate Square LLC	Agent	Mark Bentley, Esq., B.C.S., AICP
Address	151 107th Ave., Suite 3	Address	401 E Jackson St., Suite 3100
	Treasure Island, FL 33706		Tampa, FL 33602
Phone		Phone	(813) 225-2500
Fax		Fax	
Email		Email	markb@jpfirm.com (cc: development@jpfirm.com)

List all Legal Owner(s) of Property: Pirate Square LLC

Complete legal description (may be placed on attached separate page): See attached legal description of right-of-way proposed to be vacated.

Development Name: Pirate Square Parking Lot Redevelopment

Site Location/Address: 115 107th Ave. & 175 107th Ave.

Area of Development (Acreage or Square Feet) Proposed Vacating is 14,000 square feet (mol).

Parcel Identification Number (list all): 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 (Pirate Square parcels)

Application Request Vacation of right-of-way (See attached sketch and legal description.)

Future Land Use Designation Planned Redevelopment Mixed-Use Proposed Future Land Use N/A

Current Zoning PR-MU C Proposed Zoning N/A

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

Mark Bentley
Owner/Agent

5/13/2025
Date

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW
TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

Mark S. Bentley, Esq., B.C.S., AICP
400 North Ashley Drive, Suite 3100
Tampa, Florida 33602
Post Office Box 1100
Tampa, Florida 33601-1100
Telephone (813) 225-2500
Fax (813) 223-7118

Email: MarkB@JPFirm.com
File No. 165837

MEMORANDUM

TO: Anthony Sabatini, City Attorney

FROM: Mark Bentley, Esq., B.C.S., AICP

DATE: September 9, 2025

SUBJECT: VAC-000514-2025 – 115 107th Avenue

Introduction

The Applicant in connection with VAC-000514-2025 is seeking to vacate a platted alley in Treasure Island. Notably, the City of Treasure Island, in a staff report relating to Petition No. VAC-000449-2024, stated that "the City does not currently provide for a procedure establishing how the City accepts and reviews applications to vacate public rights of way and termination of easements."

The Applicant's intent is to assemble lands to ultimately develop a unified, mixed use project. The Applicant intends to construct a parking facility as an interim use of the property that serves a desperate need of the community, and will offset significant carrying costs of the Applicant, including property taxes and insurance. Notably, the alley is almost entirely surrounded by property owned by the Applicant, Pirate Square LLC. Under Florida law, the platting of the alley does not divest the abutting property owners of legal title, but only subjects the land and title to a public easement, and once the easement is terminated via the vacating process, the beneficial use of the property remains in the abutting original dedicator or their successor in interest. See Nurkart v. City of Fort Lauderdale, 156 So.2d 752 (1963); See also AGO 78-118, Jan. 21, 1998. See also Smith v. Horn, 70 Fla. 484 (1915).

The present use of the alley serves no legitimate public purpose, and is impeding redevelopment opportunities in the City's designated redevelopment area. The Applicant intends to grant easements to all utility providers, which easements may be relocated at the time of redevelopment. Furthermore, vacating the alley as requested will:

1. Not terminate and/or impede any property owner's access to and from their property.
2. Not diminish the value of any property adjacent to the alley or violate individual property rights.
3. Facilitate the public health, safety and welfare by:

a. furthering redevelopment of the largest tract of land in the City's downtown core by unifying it into one (1) parcel; and
b. relieving the City of liability and maintenance associated with the alley.

Accordingly, this memorandum is intended to provide the City with direction based on Florida Statutes and caselaw.

Controlling Florida Statutes

Florida Constitution

- Article VIII, Section 2(b)
  - (b) POWERS. Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law. Each municipal legislative body shall be elective.
  - See also: § 166.021, Fla. Stat.
  - Why is this important?
    - Establishes municipalities' legal authority regarding vacations of public land.

Florida Statute Ch. 177

- The generally recognized standards to guide vacating of platted rights of way in Florida is described in § 177.101, Fla. Stat.
  - § 177.101(3), Fla. Stat., states "[t]he governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage." The test in analyzing the propriety of a vacating petition is as follows:
    - **It must be shown by the person submitting the application that 1) they own fee simple title to whole or part of tract covered by the plat and 2) that the vacate will not affect ownership or access of persons owning other parts of the subdivision**
  - Once an applicant demonstrates compliance with these criteria, then an application should be approved. See Blair Nurseries, Inc. v. Baker County, 199 So.2d 534 (2016) (the word "may" in F.S. 177.101(3) did not invest board with unreasonable discretion to grant or deny plat applications.)

Florida Statute Ch. 336

- § 336.09, Fla. Stat. – Closing and Abandonment of Roads; authority.
  - This law expressly allows municipalities the empowerment to vacate, abandon, discontinue and close any existing public or private street.
  - (1) Commissioner's may at their own discretion or by petition of any person:

        - (a) vacate, abandon, discontinue and close any existing public or private street, alley, road…and renounce and disclaim any right of the county and the public in and to any land in connection therewith
        - (b) this also applies to gifts, devises and dedications of streets, alleyways, road or other land
        - (c) this also applies to any right to land that is not state or federal
    - (2) Commissioners, upon such motion, request or petition may adopt a resolution declaring a public hearing will be held to exercise that power
- § 336.12, Fla. Stat. – Closing and abandonment of roads; termination of easement; conveyance of fee
    - The action of the commissioners to close and abandon such road, or renounce and disclaim such road shall abrogate to easement and surrender and vests the land in the abutting fee owners to the extent and in the same manner as in case of termination of an easement for road purposes.
    - In a law review article authored by Derek Perry, "Vacations for Sale: The Case for Policy Change in Vacating Rights of Way and Other Public Easements in Florida," 53 Stetson L. Rev. (2024), he states that "although opinions of Florida's Attorney General are not legally binding, they are given great weight by the courts…" Regarding vacation of rights of way and plats, in AGO 2005-11, former Attorney General Charlie Crist stated that "[t]he Legislature has provided the manner in which dedicated property is included in platted property and the manner in which a governing body may vacate property that has been dedicated for a public purpose in a plat. Where the Legislature has prescribed the manner in which something is to be done, it operates as a prohibition against its being done in any other manner."

As conceded by the City, Treasure Island Land Development Code does not provide standards or criteria that would apply to a vacate petition. Because the City's code does not necessitate any additional requirements, they are bound to comply with all statutory requirements.

Vacating platted rights of way is a legislative function. A City cannot exact a payment or otherwise interfere with the property rights of landowners whose property abuts a public street, as a condition to or in exchange for, the exercise of its power to vacate streets no longer required for public use. The general rule is that the interest acquired in land by a municipality for street purposes is held in the public trust for the benefit of the public. A municipality is empowered to vacate a street only when the vacation is in the public interest or when the street is no longer required for public use. See also AGO 78-125, Oct. 23, 1978.

Case Law

Blair Nurseries, Inc. v. Baker County, 199 So. 3d 534 (1st DCA 2016)

- Lower court concluded it lacked judicial power because the County had discretionary power because statutory and local code stated that the County "may" grant the petition
    - The appellate court stated that the County does not have unreviewable discretion to grant or deny an application
    - Stated differently, the word "may" does not preclude judicial review
        - 'may' grants legislative authority to the local government to have the power to vacate plats under specified circumstances
- "The Commission has the legal responsibility to grant the vacation request unless they prove non-compliance with applicable law."
- "Discretion is constrained where official action must be uniformly administered pursuant to consistent standards. These standards are a fundamental staple of local ordinance adoption, implementation, and guidance as espoused by the Florida Supreme Court. See Broward County v. G.B.V. Int'l, Ltd. 787 So.2d 838 (Fla. 2001).
- Quoting Broward County v. G.B.V. Intl', Ltd. 787 So. 2d 838 (Fla. 2001) "to deny a plat application, a local government agency must show by competent substantial evidence that the application does not meet the published criteria."
    - This places burden on the government agency to demonstrate by competent substantial evidence that the applicant is not entitled to the requested relief.
- Statutorily, grants and denials of plats must be uniformly administered.
- In the event an Applicant complies with the law and statutory requirements, that the City is required to grant a vacation, absent findings on the contrary.
- Here again, the City has no adopted criteria or standards to evaluate a vacating request, and therefore must defer to state law and caselaw, which must be uniformly administered.

In summary, the Applicant's vacating will result in the assemblage of one (1) single tract that will be in the public interest by allowing a significant downtown redevelopment project. The use of the alley serves no current public purpose. Importantly, it will not impede access to other properties, will not violate individual property rights and will not adversely affect land values of adjacent properties.

MB/ap

11017869.1

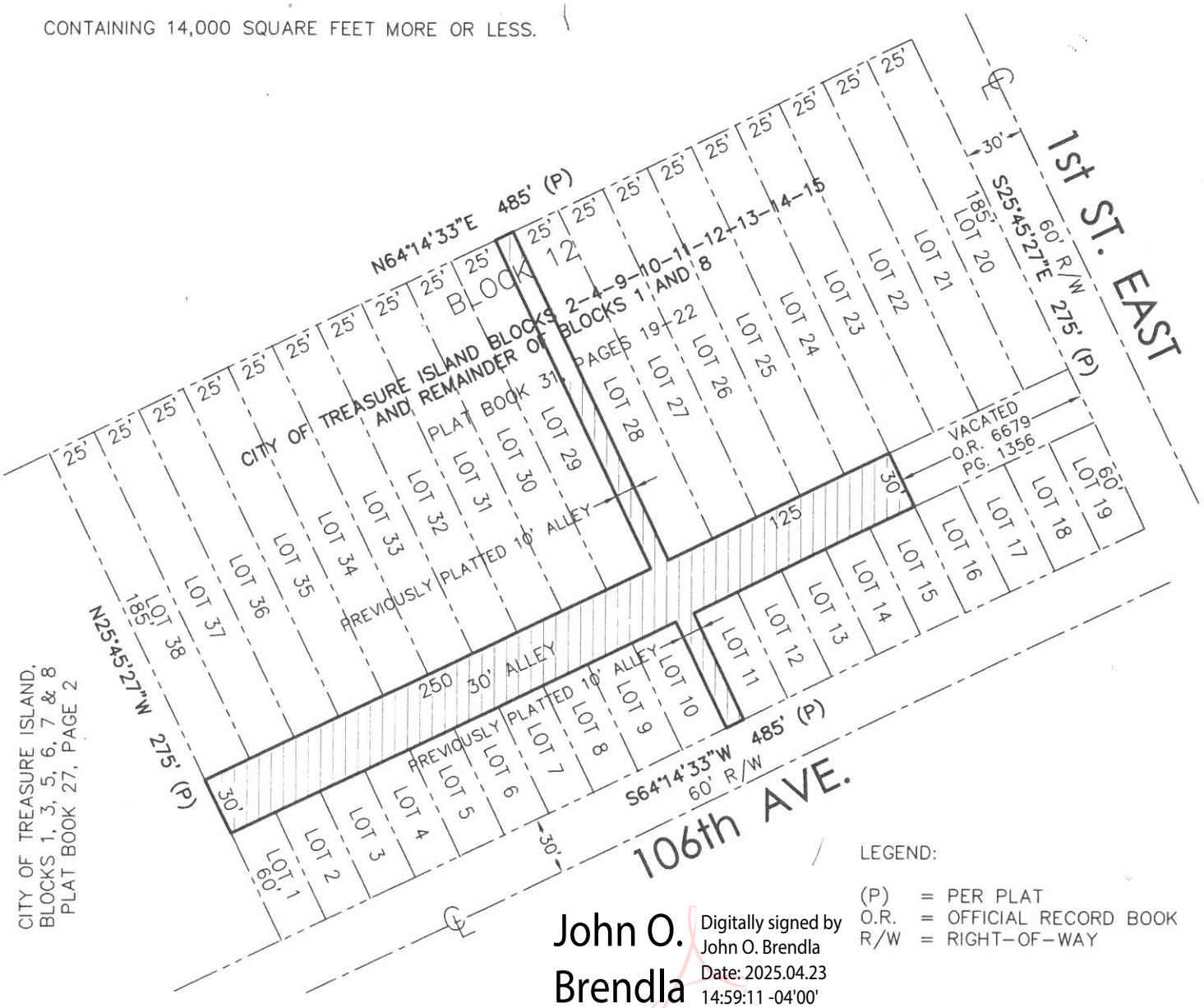
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SHEET 1 OF 1

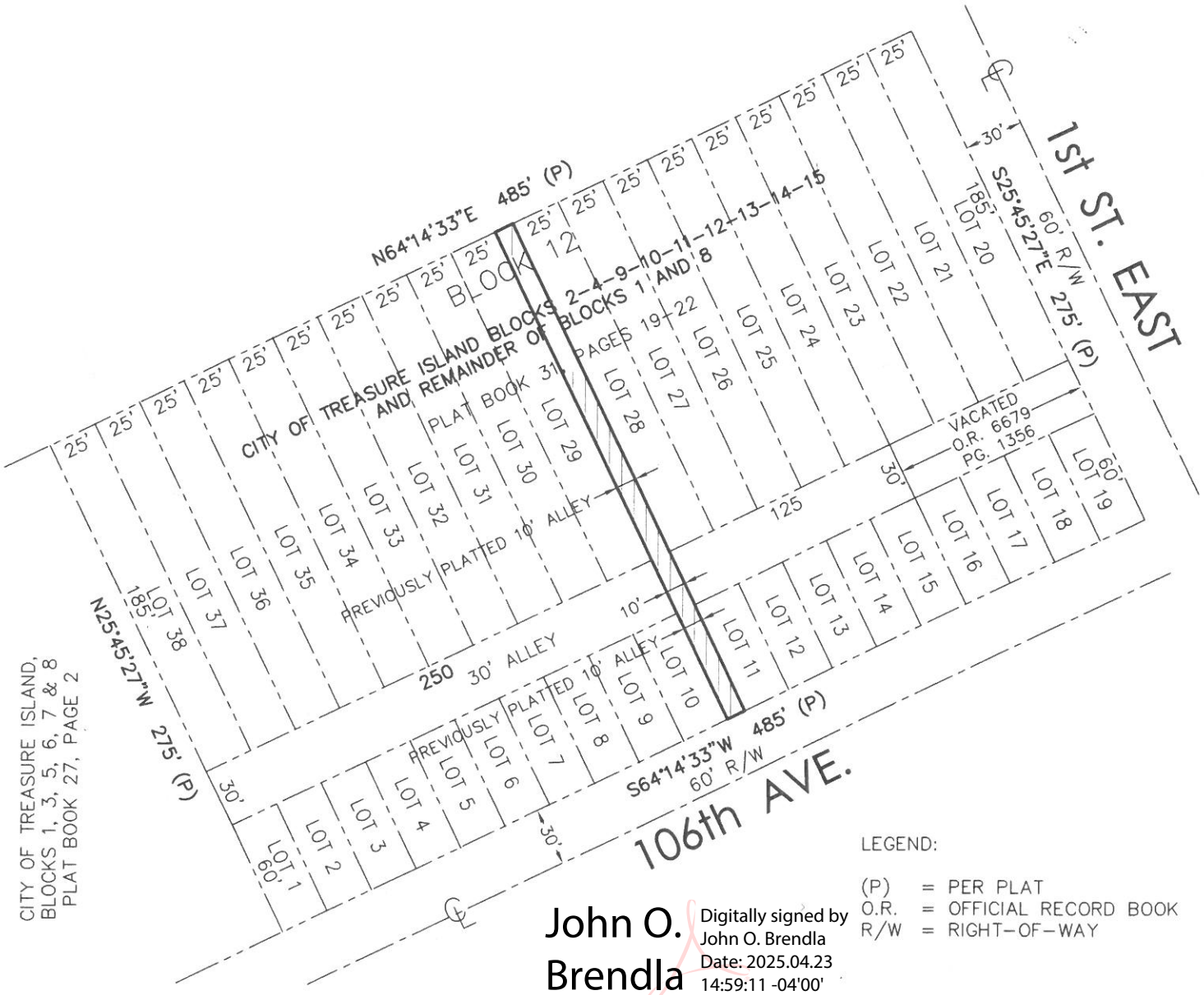
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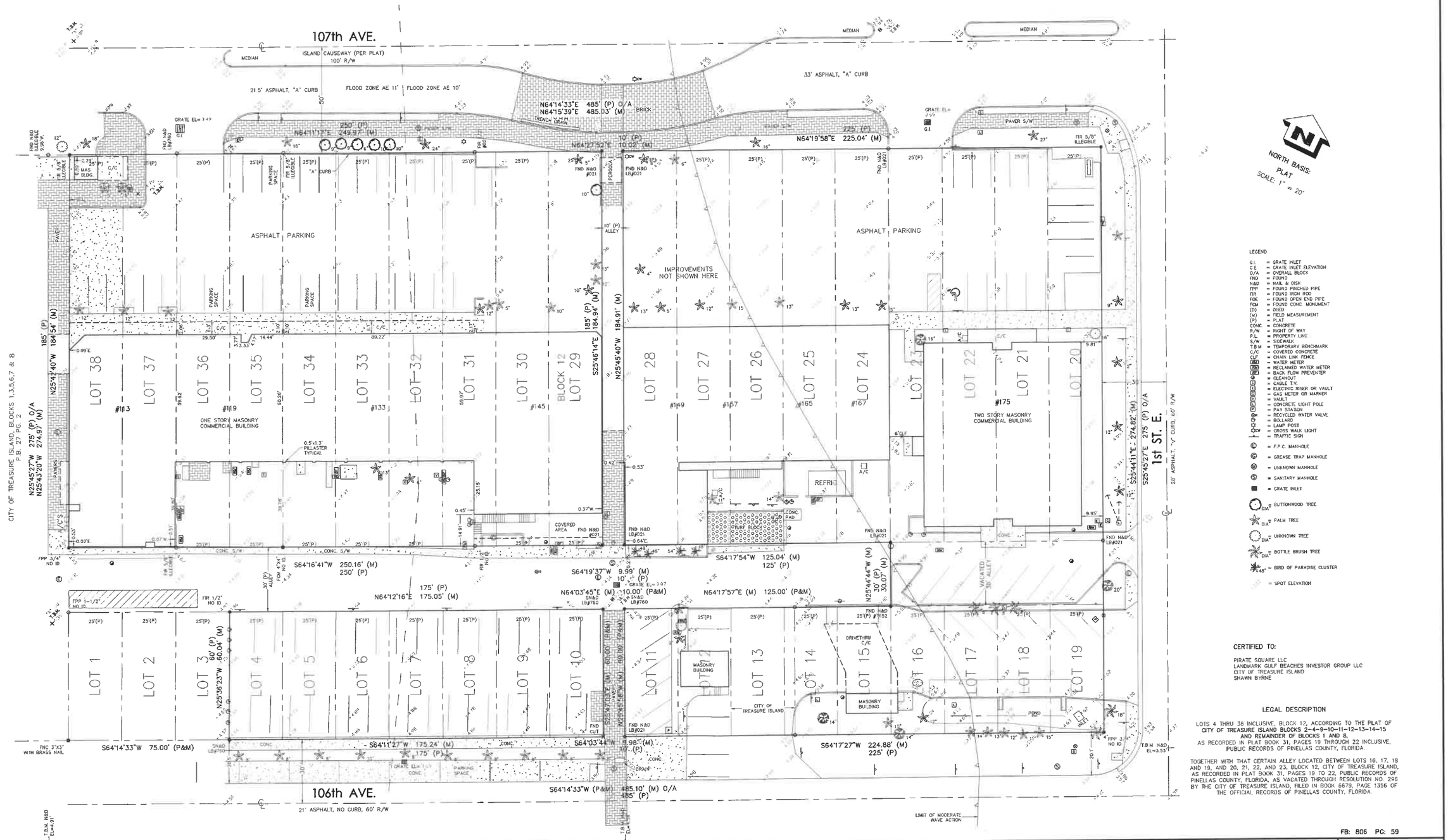
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SHEET 1 OF 1

SECTION 23, TOWNSHIP 31S, RANGE 15E



LEGEND

G.I.	= GRATE INLET
G.E.	= GRATE INLET ELEVATION
O/A	= OVERALL BLOCK
FND	= FOUND
N&D	= NAIL & DISK
FPP	= FOUND PINCHED PIPE
FIR	= FOUND IRON ROD
FOE	= FOUND OPEN END PIPE
FCM	= FOUND CONC. MONUMENT
(D)	= DEED
(M)	= FIELD MEASUREMENT
(P)	= PLAT
CONC.	= CONCRETE
R/W	= RIGHT OF WAY
P.L.	= PROPERTY LINE
S/W	= SIDEWALK
T.B.M.	= TEMPORARY BENCHMARK
C/C	= COVERED CONCRETE
C.L.F.	= CHAIN LINK FENCE
WM	= WATER METER
RWM	= RECLAIMED WATER METER
BFM	= BACK FLOW PREVENTER
CO	= CLEANOUT
CATV	= CABLE T.V.
ER	= ELECTRIC RISER OR VAULT
GM	= GAS METER OR MARKER
V	= VAULT
LP	= CONCRETE LIGHT POLE
PS	= PAY STATION
RWV	= RECYCLED WATER VALVE
B	= BOLLARD
LP	= LAMP POST
CSW	= CROSS WALK LIGHT
	= TRAFFIC SIGN
	= F.P.C. MANHOLE
	= GREASE TRAP MANHOLE
	= UNKNOWN MANHOLE
	= SANITARY MANHOLE
	= GRATE INLET
DIA.	= BUTTONWOOD TREE
DIA.	= PALM TREE
DIA.	= UNKNOWN TREE
DIA.	= BOTTLE BRUSH TREE
48"	= BIRD OF PARADISE CLUSTER
	= SPOT ELEVATION

CERTIFIED TO:

PIRATE SQUARE LLC
LANDMARK GULF BEACHES INVESTOR GROUP LLC
CITY OF TREASURE ISLAND
SHAWN BYRNE

LEGAL DESCRIPTION

LOTS 4 THRU 38 INCLUSIVE, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN ALLEY LOCATED BETWEEN LOTS 16, 17, 18 AND 19, AND 20, 21, 22, AND 23, BLOCK 12, CITY OF TREASURE ISLAND, AS RECORDED IN PLAT BOOK 31, PAGES 19 TO 22, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356 OF THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

FB: 806 PG: 59

Flood Zone
AE (EL. 11'), AE (EL. 10')
COMMUNITY PANEL #125153 12103C0194 H, EFFECTIVE 8/24/21

Basis of Bearings:
SOUTH BOUNDARY OF LOTS 1 THRU 19
BEING S64°14'33"W (PER PLAT)

Benchmark:
COUNTY #236 PBE 147 (USCE 1968)
EL. = 5.573' N.G.V.D., ADJUSTED TO
EL. = 4.51' N.A.V.D. M.S.L. = 0.00'

SURVEYOR'S NOTES:

This survey was prepared without the benefit of a title search and is subject to all easements, rights-of-way and other matters of record.

Survey not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.

This survey is made for the exclusive use of the current owners of the property and also those who purchase, mortgage or guarantee the title thereto within one (1) year from date hereof.

CERTIFICATION

I hereby certify that the survey represented hereon meets the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida surveyor's registration No. 4601
Certificate of Authorization No. 760

JOHN C. BRENDLA AND ASSOCIATES, INC.
Professional Land Surveyors and Mappers

JCB

4015 82nd Avenue North
Pinellas Park, Florida 33781
Telephone (727) 576-7546
Facsimile (727) 577-9932
LB 760

BOUNDARY SURVEY WITH TOPOGRAPHY, TREES, AND PARTIAL IMPROVEMENTS

2108-77.CRD

REVISIONS

No.	DESCRIPTION	DATE

FB: 971 PG: 41-46, 53
FB: 973 PG: 1
Survey date: 12/ /2021
Job Number: 2108-77
Drawn by: JM
Chkd by: JOB

SHEET 1 of 1

TREASURE ISLAND
FLORIDA

July 2, 2025

Mark Bentley, Esq., B.C.S., AICP
401 E Jackson St., Suite 3100
Tampa, FL 33602

Subject: Conditional Letter of No Objection to Proposed Right of Way Vacation for Sanitary Sewer and Stormwater Drainage Utilities

Proposed Right-Of-Way Vacation of:
ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

Dear Mr. Bentley:

The City of Treasure Island received your letter dated May 13, 2025, Petition for Vacation of Right-of-Way in Treasure Island, Florida, on behalf of property owner Pirate Square LLC (Applicant). The petition requests a Letter of No Objection to the proposed right of way vacation.

The City of Treasure Island is the provider and operator of the Sanitary Sewer and Stormwater Drainage utility in Treasure Island. The Public Works Department located and identified the City utilities which are indicated on the attached Utility Location Map. Additionally, there is a 10' wide pedestrian alley identified that runs from 106th Avenue to 107th Avenue.

There is one (1) existing City stormwater inlet located approximately in the middle of the existing right of way. In addition, there is a stormwater gravity main pipe that connects the stormwater inlet to the manhole that is located on 106th Ave.

There is one (1) sanitary sewer line and several sewer laterals that provide sewer connections to the previously existing buildings within the proposed project property. The sanitary sewer line and sewer laterals appear to be in the existing right of way through the property.

The Applicant has applied for the vacation of all rights-of-way within the property and acknowledges that this request makes them responsible for all City utility piping, structures and appurtenances within the property and rights-of-way upon the granting of said request.

The Applicant will be required at their expense to terminate the utility facilities by capping them at the property line in accordance with sound engineering practice subject to prior approval by the City.

Additionally, the Applicant understands that they are responsible for and shall pay all expenses for the survey, design, engineering, permitting, and construction of any replacement stormwater and sanitary sewer facilities which may be necessary to serve the property in the future. Any future replacement stormwater or sanitary sewer facilities system shall be inspected by the City to verify acceptable installation. The new replacement facilities shall be connected to the City utilities located within the right-of-way at points of connection designated by the City.

The City also requires the reservation of a pedestrian easement over the 10' wide alley to ensure public access and mobility in the future.

Based on acceptance of the above conditions by the Applicant, the Department of Public Works issues this conditional No Objection Letter for the referenced petition for Right of Way Vacation.

Sincerely,

Gary J Volenec

Gary J. Volenec, P.E.
Public Works Director

CC: Bobbie Shay Lee, CDD Director
Acting City Manager

Charter
COMMUNICATIONS

Date: August 6, 2025

Re: Request to Vacate Right of Way - **115 107th Ave. & 175 107 Treasure Island, FL 33706**

XXX Charter Communications has no objections in the request to vacate the Right of Way as indicated.

_____ Charter Communications has no objections provided easements for our facilities are Retained / granted

_____ Charter Communications has facilities that would need to relocated and the applicant would be responsible for this expense. Payment in full would be required to proceed with vacation of the easement.

_____ In order to properly evaluate this request, Charter Communications will need detailed plans of facilities proposed for subject areas.

_____ Charter Communications has facilities within this area, which may conflict with subject project please call 811 to have locating. **SEE NOTES**

_____ Charter Communications requires 30 days written notice prior to construction start date to relocate their facilities.

NOTES: see display of location included.

Sincerely,

Jeremy Cornette
Construction Manager
Charter Communications
Pinellas County
Phone 941-345-1348 _____

SECTION 23, TOWNSHIP 31S, RANGE 15E

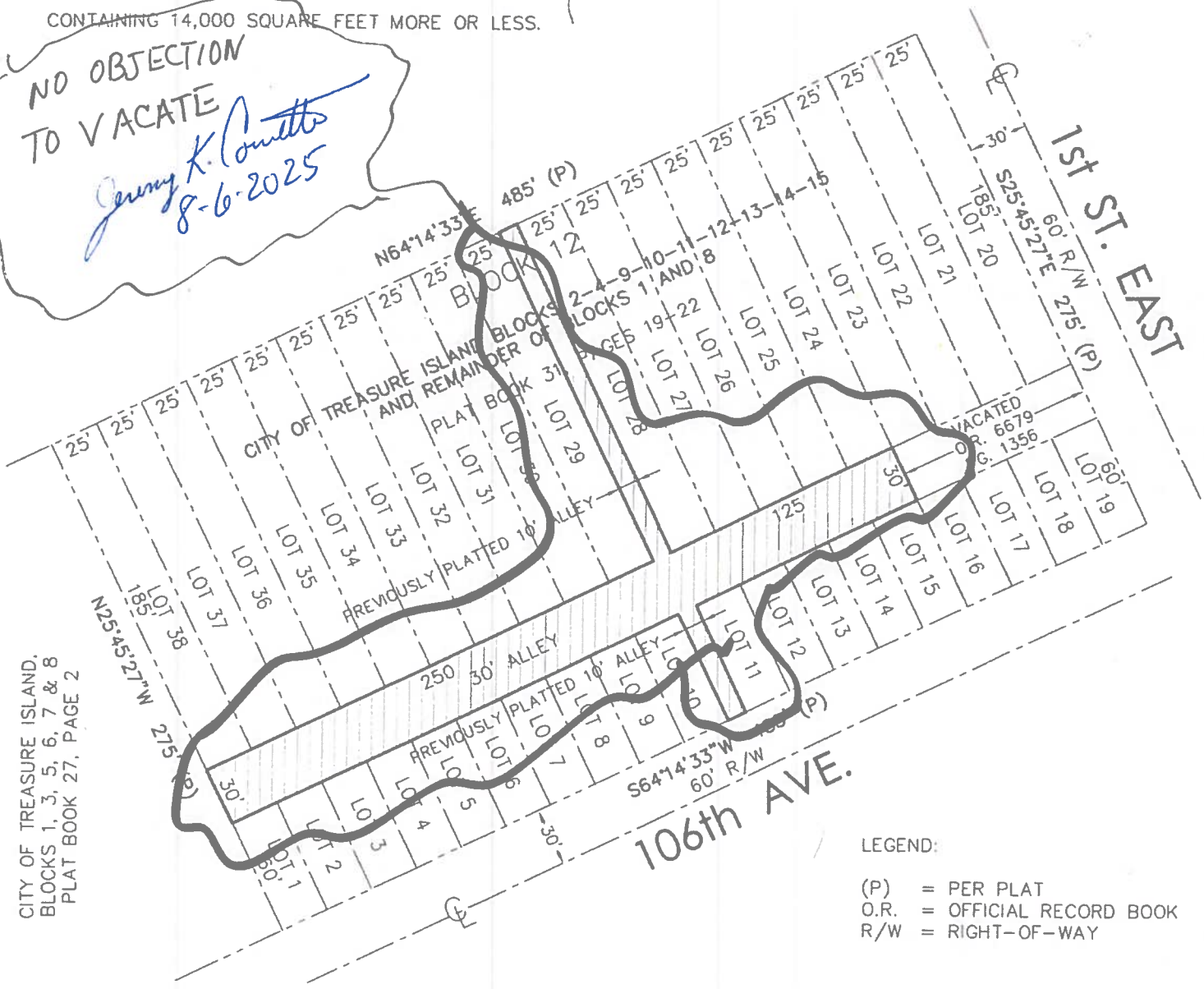
SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'

NO OBJECTION
TO VACATE
Jenny K. Coutts
8-6-2025



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 460

STATE OF FLORIDA

JOHN O. BRENDLA LICENSE NO. 4601 STATE OF FLORIDA Professional Surveyor and Mapper

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

8/8/2025

Johnson
Pope
Counselors at Law

Mark S. Bentley, Esq., B.C.S., AICP 400 N Ashley Drive, Suite 3100 Tampa, Florida 33602 Post Office Box 1100 Tampa, Florida 33601-1100

Attn: Ryan Manasse , ryanm@jpfirm.com>

Subject : 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 (Pirate Square parcels)

Thank you for advising **Wide Open West (WOW!)** on the subject project.

_XXX WOW! Has "Has No Objection "with Proposed Vacation.

Please refer to any further correspondence to:

WOW!
Dave Hamlin
Construction Coordinator
3001 Gandy Blvd. N.
Pinellas Park, FL 33782

Sincerely,

David E. Hamlin Jr.
Construction Project Coordinator
WOW!
(678) 409-8721 Cell

08/20/2025
Att: Ashley Phillips and Ryan Manasse
Email – ashley@jpfirrm.com/ryanm@jpfirm.com
Johnson, Pope, Bokur, Ruppel & Burns

Re: Letter of No Objection for proposed vacation of a 30' alley and two (2) adjacent 10' alleys, all within Block 12, as shown on plat of City of Treasure Island.

Greetings,

We have received your request for a letter of no objection for the proposed vacation of a 30' alley and two (2) adjacent 10' alleys, all within Block 12, as shown on plat of City of Treasure Island as depicted in the attached exhibit(s).

Pinellas County has utilities and/or stormwater facilities in the right-of-way; therefore, Pinellas County has ***No objection with the condition of an assertion that a utility easement will be provided for the existing potable water main as depicted in the proposed easement provided by applicant.***

If you have any questions, or if we may be of further assistance, please feel free to contact me at (727) 464-5240.

Sincerely,

Briana Dachniewicz BSBA
Development Project Manager I
Petition to Vacate Coordinator
Pinellas Building & Development Review Services

440 Court Street
Clearwater, FL 33756
Phone (727) 464-3888
V/TDD (727) 464-4062
www.pinellascounty.org

PINELLAS COUNTY MAP



SECTION(S) 23, TOWNSHIP 31 SOUTH, RANGE 15 EAST

PROVIDED SKETCH & DESCRIPTION SHOWING VACATION LIMITS BY JOHN C. BRENDLA & ASSOCIATES, INC. DATED 11/25/2022

PINELLAS COUNTY UTILITY FACILITIES SHOWN FROM PINELLAS COUNTY WEBGIS AS OF 05/14/2025

CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8 P.B. 31, PG. 19

CITY OF TREASURE ISLAND BLOCKS 1, 3, 5, 6, 7 & 8 P.B. 27, PG. 4

CORFAR-HUNT REPLAT P.B. 40, PG. 66

VACATED BY CITY OF TREASURE ISLAND RESOLUTION NO. 296 OR 6979, PAGE 1358

PROPOSED AREA TO BE VACATED

TREASURE ISLAND PARK AND COMMUNITY CENTER

PARK PLACE PHASE III

1ST STREET EAST

107TH

106TH

104TH

GULF BLVD

AVENUE

ALLEY

LEGEND:

RECLAIMED WATER LINE

WATER LINE

NOTE: LANDS SHOWN HEREON LIE WITHIN THE CITY OF TREASURE ISLAND

SCALE IN FEET 1" = 100'

REVISED 5/14/2025 TO UPDATE PROPOSED PTV LIMITS.

SURVEY SECTION	BY	DATE
SURVEYED	-	-
TECHNICIAN	AZ	05/23
CHECKED	-	-
SURVEY BOOK NO(S).:		

PINELLAS COUNTY, FLORIDA
PUBLIC WORKS

SURVEY AND MAPPING DIVISION
22211 U.S. HWY. 19 NORTH
CLEARWATER, FLORIDA 33765-2328
PHONE (727) 464-8904

Pinellas County PUBLIC WORKS

MUNICIPAL PTV REVIEW
107TH AVE
TREASURE ISLAND

EXHIBIT
NOT A SURVEY

PID: 001851B

501_90043_Exhibit_revl.dwg

DATE: 05/23/2023

PHOTOGRAPHY DATE: 01/22

SURVEY FILE NO.: 501_90043

SHEET: 01 of 01

S:\Divisions\Survey\Survey\VACATION_SFN 0501\sf\n0501_90043\Dwg\501_90043_Exhibit_revl.dwg, May 14, 2025 - 1:19pm

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW

Mark S. Bentley, Esq., B.C.S., AICP
400 N Ashley Drive, Suite 3100
Tampa, Florida 33602
Post Office Box 1100
Tampa, Florida 33601-1100
Telephone (813) 225-2500
Fax (813) 223-7118

TAMPA ■ CLEARWATER ■ ST. PETERSBURG

Email: MarkB@JPFirm.com
File No. 155824

May 13, 2025

Via E-mail

Pinellas County Building & Development Review Services
Attn: Petition to Vacate Coordinator
petitiontovacate@pinellas.gov

Re: Petition for Vacation of Right-of-Way in Treasure Island, Florida

Dear Petition to Vacate Coordinator:

Please review the enclosed copy of a petition being submitted to the Treasure Island City Commission regarding a Vacation of Right-of-Way for the purpose of facilitating consolidated redevelopment of the property. After your review, please send a Letter of No Objection (or Objection, if any) via e-mail to **development@jpfirm.com**. The legal description for the alleyway to be vacated is as follows:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

Should you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

Mark Bentley

Mark Bentley, Esq., B.C.S., AICP

MB/ap
Enclos.

10722907.1

Case Number: _____

City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners	Pirate Square LLC	**Agent**	Mark Bentley, Esq., B.C.S., AICP
Address	151 107th Ave., Suite 3	**Address**	401 E Jackson St., Suite 3100
	Treasure Island, FL 33706		Tampa, FL 33602
Phone		**Phone**	(813) 225-2500
Fax		**Fax**	
Email		**Email**	markb@jpfirm.com (cc: development@jpfirm.com)

List all Legal Owner(s) of Property: Pirate Square LLC

Complete legal description (may be placed on attached separate page): See attached legal description of right-of-way proposed to be vacated.

Development Name: Pirate Square Parking Lot Redevelopment

Site Location/Address: 115 107th Ave. & 175 107th Ave.

Area of Development (Acreage or Square Feet) Proposed Vacating is 14,000 square feet (mol).

Parcel Identification Number (list all): 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 (Pirate Square parcels)

Application Request Vacation of right-of-way (See attached sketch and legal description.)

Future Land Use Designation Planned Redevelopment Mixed-Use **Proposed Future Land Use** N/A

Current Zoning PR-MU C **Proposed Zoning** N/A

I certify that I have reviewed the Land Development Regulations and that my submission meets all requirements. The only exceptions are those items to which I am requesting variances to or waivers from certain sections of the code and understand that they must be listed on the plans individually and on the attached transmittal. I understand that if an item does need a variance, it will be necessary to file through the appropriate review entity.

Signature must be original (No copies, scans, faxes or e-mails)

Mark Bentley
Owner/Agent

5/13/2025
Date

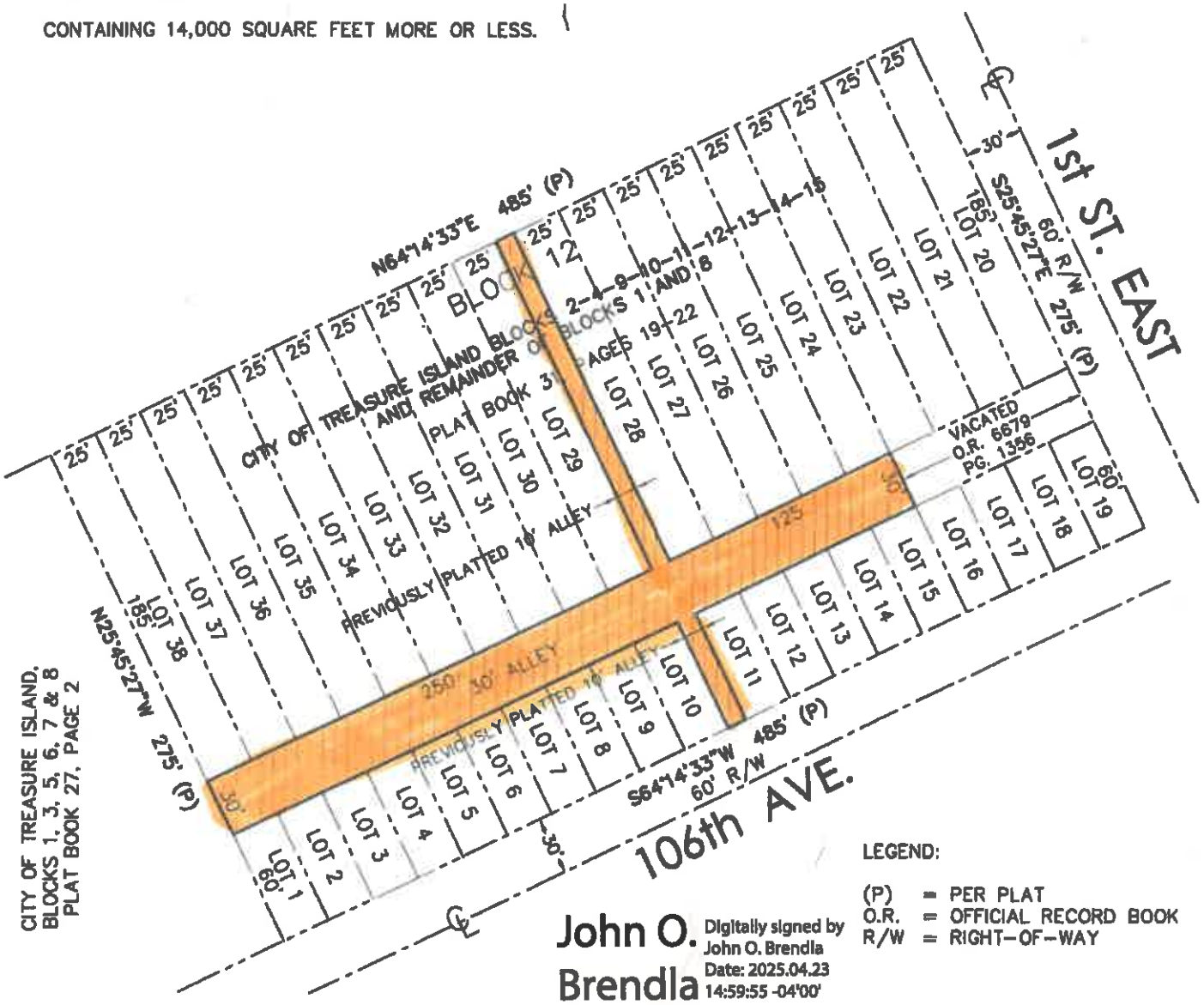
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

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CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS: PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla Digitally signed by John O. Brendla Date: 2025.04.23 14:59:55 -04'00'

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 769

STATE OF FLORIDA

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

2166 Palmetto Street
Clearwater, FL 33765
Mail Code: CWBAYG
Office-727-893-9262
Email: Jonathan.Kasper@Duke-Energy.com

August 6, 2025

PIRATE SQUARE LLC
11620 7th St E.
TREASURE ISLAND, FL 33706

RE: Approval of a Right of Way Vacation
Parcel ID: 23-31-15-91818-012-0260 & 23-31-15-91818-012-0140 Pinellas County
City Applicant and partial owner of abutting land: PIRATE SQUARE LLC
Address: 175 107TH AVE., TREASURE ISLAND, FL 33706

To whom this may concern,

Please be advised that Duke Energy Florida, LLC., *Distribution Department* and *Transmission Department* has **"NO OBJECTIONS"** to the vacation of the 10' right of way alley between lots 28 and 29, and lots 10 and 11, in addition to the 30' wide right of way alley, all shown on accompanying Exhibit "A".

This approval is *contingent* upon Duke Energy receiving easements, satisfactory to Duke Energy, prior to this vacate taking in effect, for the total 30' wide proposed vacate area for our electric facilities and network infrastructure.
Assuming this 30' area will be split upon vacate approval; this would currently entail 3 separate easements by abutting landowners, further shown on accompanying Exhibit "B".

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

Jonathan Kasper

Jonathan Kasper
Sr. Real Estate Representative
Duke Energy Florida

Exhibit "A"

SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

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CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS: PLAT
SCALE: 1" = 80'



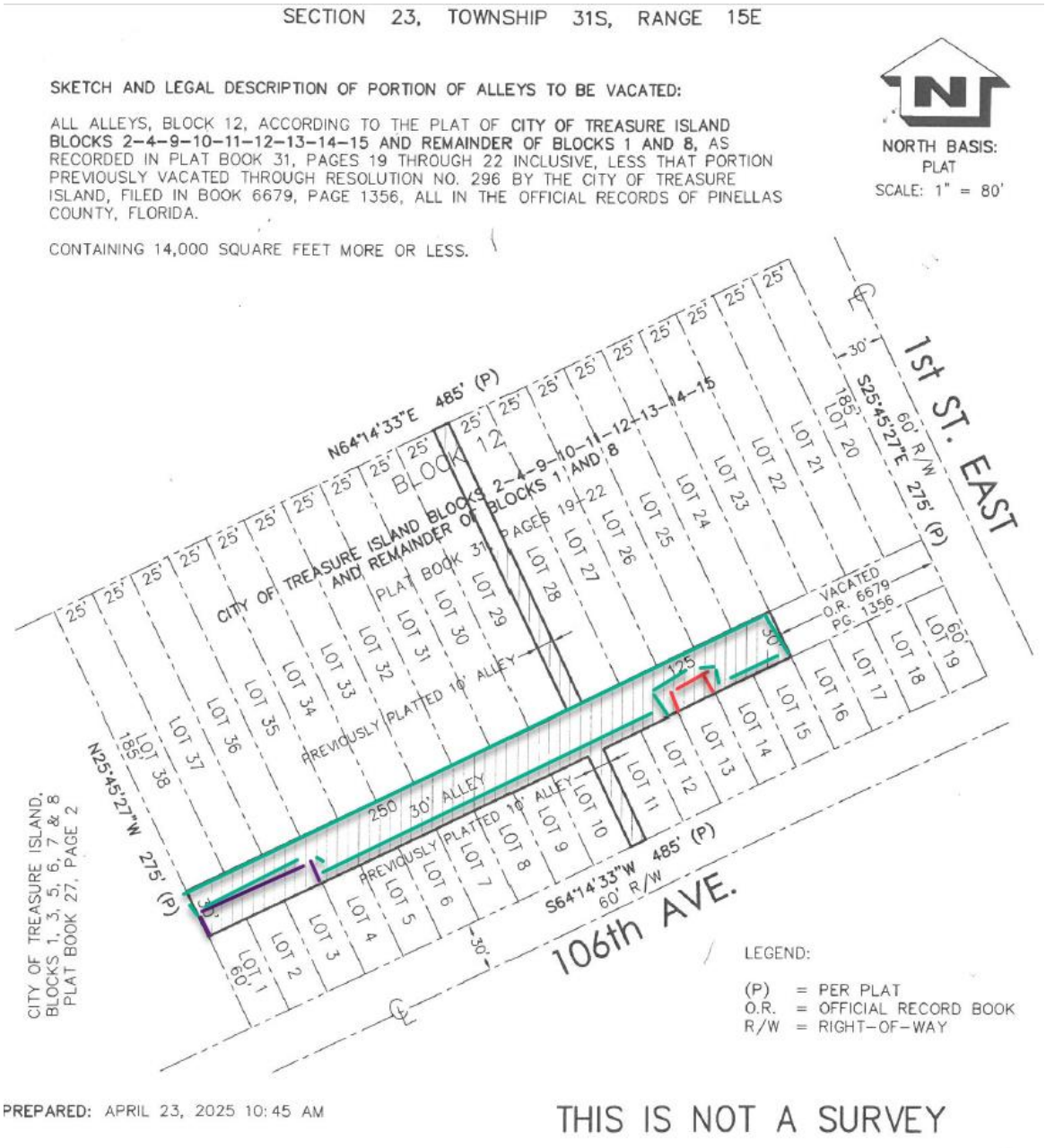
LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

PREPARED: APRIL 23, 2025 10:45 AM

THIS IS NOT A SURVEY

Exhibit "B"



-CITY OF TI- 15' wide easement abutting lot 13 (red)
-MAP TIB LLC- 15' wide easement abutting lots 1-3 (purple)

- PIRATE SQUARE LLC- Remainder of 30' wide alley (green)

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

5/19/2025

Attn: Ashley Phillips
Paralegal to Mark Bentley, Esq., B.C.S., AICP
Johnson Pope Bokor Ruppel & Burns, LLP
400 N Ashley Dr, Suite 3100
Tampa, FL 33602

RE: Vacation of Right-of-Way – 115 107th Ave & 175 107th Ave, Treasure Island, FL

Dear Ms. Phillips,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

JOHNSON POPE BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW
TAMPA ▪ CLEARWATER ▪ ST. PETERSBURG

Mark S. Bentley, Esq., B.C.S., AICP
400 N Ashley Drive, Suite 3100
Tampa, Florida 33602
Post Office Box 1100
Tampa, Florida 33601-1100
Telephone (813) 225-2500
Fax (813) 223-7118

Email: MarkB@JPFirm.com
File No. 155824

May 13, 2025

Via E-mail

Frontier
Attn: Stephen Waidley
Stephen.waidley@ftr.com

Re: Petition for Vacation of Right-of-Way in Treasure Island, Florida

Dear Mr. Waidley:

Please review the enclosed copy of a petition being submitted to the Treasure Island City Commission regarding a Vacation of Right-of-Way for the purpose of facilitating consolidated redevelopment of the property. After your review, please send a Letter of No Objection (or Objection, if any) via e-mail to **development@jpfirm.com**. The legal description for the alleyway to be vacated is as follows:

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>
> CONTAINING 14,000 SQUARE FEET MORE OR LESS.

Should you have any questions regarding the foregoing, please feel free to contact me.

Sincerely,

Mark Bentley

Mark Bentley, Esq., B.C.S., AICP

MB/ap
Enclos.

10722750.1

Case Number: _____

City of Treasure Island
Development Review Application

Please use blue or black ink only. Failure to complete this form in its entirety will result in this application being returned without review. Note: A separate application is required for each request.

Property Owners	Pirate Square LLC	Agent	Mark Bentley, Esq., B.C.S., AICP
Address	151 107th Ave., Suite 3	Address	401 E Jackson St., Suite 3100
	Treasure Island, FL 33706		Tampa, FL 33602
Phone		Phone	(813) 225-2500
Fax		Fax	
Email		Email	markb@jpfirm.com (cc: development@jpfirm.com)

List all Legal Owner(s) of Property: Pirate Square LLC

Complete legal description (may be placed on attached separate page): See attached legal description of right-of-way proposed to be vacated.

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Application Request Vacation of right-of-way (See attached sketch and legal description.)

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Current Zoning PR-MU C Proposed Zoning N/A

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Signature must be original (No copies, scans, faxes or e-mails)

Mark Bentley
Owner/Agent

5/13/2025
Date

SECTION 23, TOWNSHIP 31S, RANGE 15E

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CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

PREPARED: APRIL 23, 2025 10:45 AM

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NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77 DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA Professional Surveyor and Mapper

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

TECO
PEOPLES GAS
AN EMERA COMPANY

August 6, 2025

To: Bobbie Shay Lee
Assistant City Manager
Community Development Department
City of Treasure Island
10451 Gulf Blvd
Treasure Island, Fl 33706
(727) 547-4575 ext 232

RE: : Vacate Of Easement
Address: 175 107th avenue , Treasure Island ,Fl,33706

To Whom It May Concern,
Thank you for contacting Peoples Gas System, Inc. ("PGS") regarding the vacate of easement at the above referenced location. After reviewing the documents provided, TECO-PGS has NO objection to this request. TECO-PGS does not have any active facilities in this specified area.
If you have further questions, please do not hesitate to call.

Sincerely,

Briana Velez
Peoples Gas Systems- Engineering
8416 Palm River Rd, Tampa Fl 33619
Office: (813)275-3700 ext:53700
Cell: (813)460-2040

From: Riendeau, Lisandra
To: Ashley Phillips; Ryan Manasse
Cc: Mark Bentley
Subject: RE: File No. 155824
Date: Wednesday, June 25, 2025 12:09:20 PM
Attachments: image001.png
image002.png

Sorry Ashley, I thought I replied to this request. FDOT does not any objections.

Florida Department of Transportation
District Seven

Lisandra Riendeau
Right of Way Agent III – Project Manager
11201 N McKinley Drive
Tampa, FL 33612

Office: 813-975-6709
Mobile: 813-422-8851
Lisandra.Riendeau@dot.state.fl.us

From: Ashley Phillips <ashleyp@jpfirm.com>
Sent: Wednesday, June 25, 2025 11:33 AM
To: Ryan Manasse <ryanm@jpfirm.com>; Riendeau, Lisandra <Lisandra.Riendeau@dot.state.fl.us>
Cc: Mark Bentley <markb@jpfirm.com>
Subject: RE: File No. 155824

EXTERNAL SENDER: Use caution with links and attachments.

Hello Lisandra- I am following up on the below emails and attached request that your agency review and respond in writing to a vacating petition. Would you please advise as to when we can expect to receive a response?

Thank you!
Ashley

JOHNSON POPE
BOKOR RUPPEL & BURNS, LLP
COUNSELORS AT LAW

Ashley Phillips
Paralegal to Mark Bentley, Esq., B.C.S., AICP
400 N. Ashley Drive, Suite 3100
Tampa, FL 33602

813.225.2500 (Telephone)
813.223.7118 (Facsimile)
ashleyp@jpfirm.com
www.jpfirm.com

From: Ryan Manasse <ryanm@jpfirm.com>
Sent: Monday, May 19, 2025 12:37 PM
To: Lisandra.Riendeau@dot.state.fl.us
Cc: Mark Bentley <markb@jpfirm.com>; Ashley Phillips <ashleyp@jpfirm.com>
Subject: FW: File No. 155824

Hi Lisandra,
Please see our answers to your questions below (red).

1. Whose right-of-way is it? The City of Treasure Island's.
2. Is the entire block being redeveloped? No, just the portion of our client's property. If so, would there be a clause making the vacation subject to redevelopment? No.
3. Will the local jurisdiction be able to access and maneuver emergency response to the planned development? It's not a planned development; the plans call for an off-street commercial parking lot and yes it will meet maneuvering requirements for emergency access.

Sincerely,
Ryan

Ryan Manasse
Director of Development and Planning
813-694-7895 Direct | 813-223-7118 Fax
400 N Ashley Drive, Suite 3100, Tampa, FL 33602

Johnson Pope Bokor Ruppel & Burns, LLP

www.jpfirm.com | **vCard** | **email**

The information contained in this transmission may be attorney/client privileged and therefore confidential. This information is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution, printing or copy of the communication is strictly prohibited. If you receive this transmission in error, or if you are not the individual or entity named above, the receipt of this transmission is not intended to and does not waive any privilege, attorney/client or otherwise. If you have received this communication in error, please notify us by telephone or e-mail. Thank

you.

From: "Riendeau, Lisandra" <Lisandra.Riendeau@dot.state.fl.us>
Date: May 19, 2025 at 6:58:26 AM PDT
To: Mark Bentley <markb@jpfirm.com>
Subject: File No. 155824

This message originated from outside Johnson, Pope, Bokor, Ruppel, & Burns, LLP

Good Morning Mr. Bentley,

The Department is working on the petition for vacation of right-of-way for 107th Avenue, Treasure Island. Some of the Department Heads have a few questions and concerns before making a recommendation.

1. Whose right-of-way is it?
2. Is the entire block being redeveloped? If so, would there be a clause making the vacation subject to redevelopment?
3. Will the local jurisdiction be able to access and maneuver emergency response to the planned development?

Thank you,

Florida Department
of Transportation
District Seven

Lisandra Riendeau
Right of Way Agent III – Project Manager
11201 N McKinley Drive
Tampa, FL 33612

Office: 813-975-6709
Mobile: 813-422-8851
Lisandra.Riendeau@dot.state.fl.us

Ashley Phillips

From: Relocation-LUMEN <relocations@lumen.com>
Sent: Wednesday, May 14, 2025 1:26 PM
To: Ashley Phillips
Subject: P-663543 : RELO - Redevelopment of 151 107th Ave

This message originated from outside Johnson, Pope, Bokor, Ruppel, & Burns, LLP

Date: **5/14/2025**
Attn: **Ashley Phillips**
RE: **RELO - Redevelopment of 151 107th Ave**
Requestor Project ID:

It has been determined that Lumen does **not** have facilities within your proposed construction area.

Any changes or additions to the project plans or parameters must be submitted using the Lumen Relocation Request Portal by selecting the option "Update An Existing Project". Please reference the Project ID **P-663543** with any future communications.

Thank you for your cooperation!

Lumen Intake Team
relocations@lumen.com

Remember: Please contact your State One Call prior to construction – call811.com or dial 811 on your phone.

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

MAP TIB LLC
550 Monroe Ct.
River Edge, NJ 07661

May 13, 2025

City of Treasure Island
120 108th Ave.
Treasure Island, FL 33706

Re: Vacating Petition

To Whom it May Concern:

The purpose of this letter is to confirm that MAP TIB LLC has received and reviewed the petition to vacate the right-of-way described below and has **no objection**. The right-of-way to be vacated is legally described as:

> ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8, AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

MAP TIB LLC is the owner of property located at 112 106th Ave., Treasure Island, FL (Parcel ID 23-31-15-91818-012-0010), which property is adjacent to a portion of the right-of-way described above.

Sincerely,

_____

Print: Djohan Sutjiawan

Authorized Representative of MAP TIB LLC

59987

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-27 was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____

Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

Notary Public State of Florida
Deirdre A Bonett
My Commission HH 601171
Expires 1/4/2029

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-27. The public hearing will be held on Tuesday, November 4, 2025, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-27

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA APPROVING THE VACATION OF APPROXIMATELY 14,000 SQFT / 0.3214 ACRES OF AN ALLEY LOCATED BETWEEN 106TH AND 107TH AVENUE, A PUBLIC RIGHT-OF-WAY, TO RETAIN A UTILITY EASEMENT OVER THE 30-FOOT-WIDE EAST-WEST ALLEY, TO RETAIN A PEDESTRIAN EASEMENT OVER THE 10-FOOT-WIDE NORTH-SOUTH ALLEY, AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-27 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/15/2025 jm

59987-1

AGENDA ITEM NO. H.6

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 4, 2025
SUBMITTED BY:	Charles Van Zant, Administration
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Second and Final Reading of Ordinance 2025-29, Treasure Island Code of Ethics
BACKGROUND:	Section 3.05(e) of the City Charter opines on the Commission's ability to enact a code of ethics that is equal to or stronger than the standards of conduct established by law. Discussion on enacting a potential code of ethics was discussed at previous Commission meetings.
POLICY/PURPOSE:	Establish a Code of Ethics for Treasure Island Elected Officials
STRATEGIC PLAN RELEVANCE:	.
ANALYSIS/DISCUSSION:	This item is being presented as a possible Code of Ethics for the Treasure Island City Commission.
FUNDING:	N/A
MOTION:	I move to approve Ordinance 2025-29, Treasure Island Code of Ethics, at this second and final reading.

ATTACHMENTS:
Ordinance_2025-_29_Ordinance_Code_of_Ethics.pdf
59993 Ordinance 2025-29.pdf

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ENACTING A CODE OF ETHICS FOR ELECTED AND APPOINTED OFFICERS; PROVIDING STANDARDS OF CONDUCT EQUAL TO OR STRONGER THAN STATE LAW; PROVIDING FOR IMPLEMENTATION, TRAINING, AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 3.05 of the City Charter of the City of Treasure Island requires the City Commission to enact by ordinance a code of ethics for all elected and appointed officers and employees of the City; and

WHEREAS, the City of Treasure Island desires to adopt ethical standards for elected officials equal to or stronger than those provided by state law; and

WHEREAS, the City Commission finds that establishing such a Code of Ethics promotes transparency, accountability, and public trust in municipal governance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA:

SECTION 1. Adoption of the Code of Ethics

This ordinance shall be known and cited as the **"City of Treasure Island Code of Ethics for Elected Officials."**

SECTION 2. Statement of Policy.

The residents of the City of Treasure Island are entitled to fair, ethical, and accountable local government. Commissioners shall uphold both the letter and the spirit of applicable laws and policies; act independently, impartially, and fairly; and use the powers of office for the public good—not for private benefit.

SECTION 3. — STANDARDS OF CONDUCT.

Section 3.1 — Put the Public Interest First

Commissioners serve as stewards of the public interest. Each Commissioner will work for the common good of Treasure Island's residents, ensuring fair and equal treatment of all persons and issues coming before the City Commission.

Section 3.2 — Follow the Law

Commissioners shall comply with the United States and Florida Constitutions; Florida's public ethics, public records, and open-meetings laws; and the City Charter and Code of Ordinances.

Section 3.3 — Personal Conduct and Civility

Commissioners shall conduct themselves with courtesy and professionalism; avoid abusive conduct and personal attacks against other Commissioners, staff, or the public; and refrain from behavior that could reasonably be viewed as improper.

Section 3.4 — Respect for Process and Roles

Commissioners will uphold adopted procedures and rules of order so that City business is conducted transparently and efficiently. Individual Commissioners shall not bypass established processes, direct staff outside proper channels, or otherwise undermine the Commission-Manager form of government.

Section 3.5 — Conduct of Public Meetings

Commissioners shall come prepared; listen attentively; focus on the business at hand; avoid interruptions; and refrain from personal commentary unrelated to City business. The goal is orderly meetings that foster public trust and efficient decision-making.

Section 3.6 — Stewardship of Public Resources

City resources—including funds, facilities, staff time, equipment, and information—shall be used solely for City purposes and never for personal, political, or private gain.

Section 3.7 — Decide on the Merits

Commissioners will base decisions on the facts and the law, applying fair processes and relevant criteria—not on favoritism, pressure, or irrelevant considerations.

Section 3.8 — Conflicts of Interest and Appearances

To preserve independence and impartiality, Commissioners shall not use their positions to influence matters in which they have a material financial interest or an organizational/personal relationship that creates, or appears to create, a conflict of interest. Commissioners must comply with all disclosure, voting-conflict, and abstention requirements under Florida law and City policy. No city commissioner or mayor shall participate in the consideration of, or vote on, a transaction or ordinance in which he or she has a private interest, or in which an immediate family member has a private interest.

Section 3.9 — Public Conduct and Reputation

Commissioners shall always conduct themselves in a manner that upholds the integrity, dignity, and reputation of the City. Commissioners shall refrain from actions, statements, or behavior that would reasonably be expected to bring discredit, embarrassment, or unnecessary negative publicity to the City or its governing body.

Section 3.10 — Gifts, Favors, and Special Advantages

Commissioners shall not seek or accept gifts, favors, or special advantages that could reasonably be perceived to compromise independent judgment or create an appearance of influence. All gift and disclosure requirements under Florida law apply, and stricter City rules—if any—control.

Section 3.11 — Confidential and Exempt Information

Commissioners shall protect confidential or exempt information relating to City property, personnel, or affairs; shall not disclose such information without lawful authorization; and shall never use nonpublic information for private advantage.

Section 3.12 — Policy Role and Non-Interference

The Commission sets policy; the City Manager administers it. Commissioners shall not interfere with administrative functions or the professional duties of staff, nor impair staff's ability to implement Commission directives.

Section 3.13 — Independence of Boards and Committees

Recognizing the value of independent advisory input, Commissioners shall refrain from unduly influencing the deliberations or outcomes of City boards and committees.

SECTION 4. — IMPLEMENTATION AND EDUCATION.

This Code is intended to be self-enforcing and most effective when Commissioners are thoroughly familiar with and committed to it. The City Manager or City Attorney shall provide orientation and periodic refreshers to Commissioners and board members on this Code and applicable laws.

SECTION 5. — COMPLIANCE AND ENFORCEMENT PROCEDURES.

(A) Informal, Member-to-Member Resolution

1. The offended Commissioner should first address concerns directly with the Commissioner whose conduct is at issue, describing the specific conduct, how it implicates this Code, and its impact.
2. No formal action is required at this step.

(B) Facilitated Resolution

At either party's request—and with both parties' agreement—the City Attorney (or a neutral facilitator) may assist in seeking a mutually acceptable resolution.

(C) Commission Review

If unresolved, either Commissioner may bring the concern to the full City Commission at a publicly noticed meeting. The Commission will meet as a committee of the whole to:
(i) become fully informed;
(ii) determine whether the facts indicate a potential Code violation;
(iii) attempt informal resolution; and, if needed,
(iv) schedule a public hearing for a final determination and potential sanctions.

(D) Findings and Vote

After providing notice and an opportunity to be heard, the Commission may, by majority vote at a regular meeting, determine whether a violation occurred and, if so, select an appropriate sanction.

(E) Sanctions (Non-Exclusive)

Possible actions include:
• Oral admonition
• Written reprimand
• Formal censure by resolution
• Required training
• Public apology
• Modification or removal of ceremonial or liaison roles
• Other measures within the Commission's authority (nothing herein limits remedies available under law)

(F) Due Process and Records

All proceedings shall comply with applicable open-meetings and public-records requirements. Any sanction resolution should use consistent, Commission-approved language.

SECTION 6. — RELATION TO OTHER LAWS AND JURISDICTIONS.

This Code supplements, and does not replace, state law. The Florida Commission on Ethics retains jurisdiction over alleged violations of Chapter 112, F.S., and other applicable laws. This Code does not create a private right of action.

SECTION 7. — SEVERABILITY.

If any portion of this ordinance or the application thereof is held invalid, the remainder shall not be affected and shall remain in full force and effect.

SECTION 8. — EFFECTIVE DATE.

This ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED on first reading this ___ day of _____, 2025.

PASSED AND ADOPTED on second and final reading this ___ day of _____2025.

CITY OF TREASURE ISLAND, FLORIDA

By: _____

John Doctor, Mayor

ATTEST:

_____

Lisa Marie Kennedy, City Clerk

_____

City Attorney

59993

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO,
PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-29 was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signature of Affiant _____
Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public
Personally known **X** or produced identification.
Type of identification produced _____

Notary Public State of Florida
Deirdre A Bonett
My Commission HH 601171
Expires 1/4/2029

LEGAL NOTICE

THE CITY OF TREASURE ISLAND, FLORIDA NOTICE OF PUBLIC HEARING

The City of Treasure Island City Commission will hold a public hearing for the second and final reading of Ordinance 2025-29. The public hearing will be held on Tuesday, November 4, 2025, in the City Commission Chambers, 10451 Gulf Blvd, Treasure Island, Florida. The City Commission meeting will begin at 6:00 p.m., and the public hearing(s) will be held shortly after the meeting is called to order.

ORDINANCE 2025-29

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ENACTING A CODE OF ETHICS FOR ELECTED AND APPOINTED OFFICERS; PROVIDING STANDARDS OF CONDUCT EQUAL TO OR STRONGER THAN STATE LAW; PROVIDING FOR IMPLEMENTATION, TRAINING, AND ENFORCEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-29 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.

In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/15/2025 jm 59993-1

AGENDA ITEM NO. H.7

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: Lisa-Marie Kennedy, Finance

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT:

Second and Final Reading of Ordinance 2025-28, to approve FY 2026 fee schedule

BACKGROUND:

The City-Wide Fee Schedule is a list of fees as approved by the City Commission to disclose all fee and charges for City Services in one cohesive document. It is typically approved annually during the budget process or when adjustments are proposed.

POLICY/PURPOSE:

To establish the City-Wide Fee Schedule for FY26 and Adopt it as Appendix A to the Code of Ordinances.

STRATEGIC PLAN RELEVANCE:

This is a complement agenda item related to the adoption of the FY26 annual budget.

ANALYSIS/DISCUSSION:

The amendments incorporated in the attached fee schedule are a result of the directions from the City Commission and City staff to avoid overcharging residents for services and fees.

We propose to increase parking fees by $1.00 on weekdays and $1.50 for weekends and holidays.

We also recommend a 5% increment in wastewater fees. This increment, in its totality, is a “pass-thru” from St. Petersburg recommended 9.5% increment in wastewater treatment cost.

FUNDING:

The estimated revenue that will be generated from the fees are incorporated are $290,000 from charges for services and 20% increment for Parking Revenues.

MOTION:

I move to adopt Ordinance No. 2025-28 adopting the City-wide Fee Schedule as Appendix A to the Code of Ordinances to be effective December 1, 2025, at this second and final public hearing.

ATTACHMENTS:
59990 Ordinance 2025-28.pdf
FY26 Fee Schedule - Red Lined.pdf
Fee_Ordinance_2025-28.pdf

59990

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2025-28 was published in said newspaper by print in the issues of 10/15/25 or by publication on the newspaper's website, if authorized.

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Signature of Affiant _____

Sworn to and subscribed before me this **10/15/2025**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____

Notary Public State of Florida
Deirdre A Bonett
My Commission HH 601171
Expires 1/4/2029

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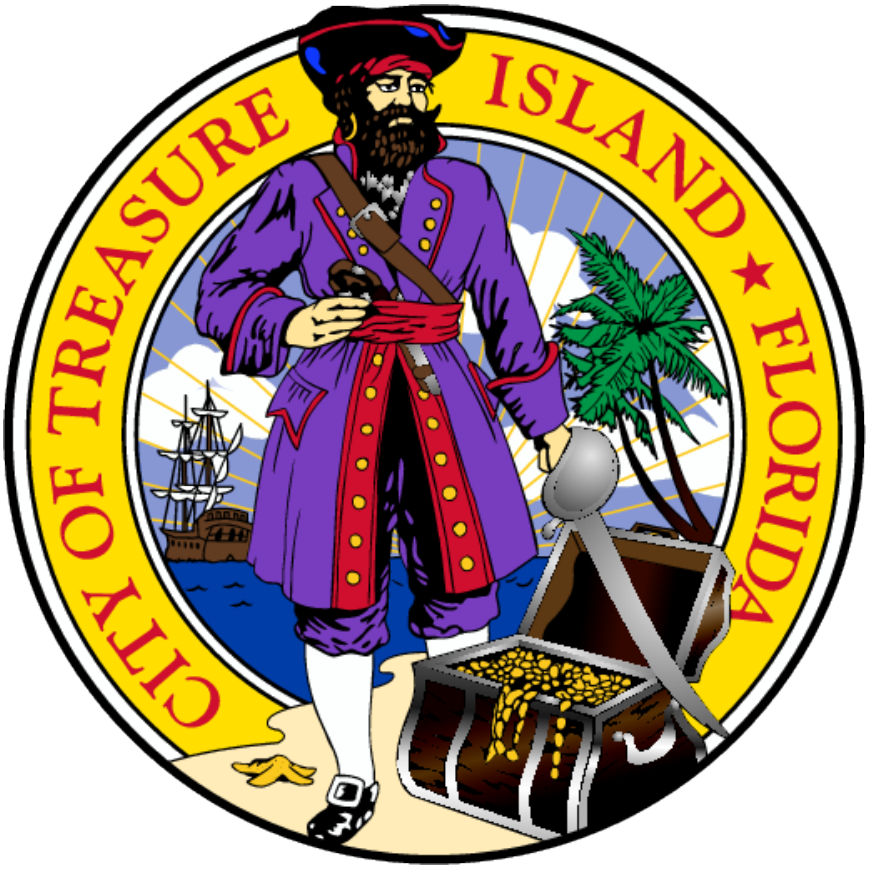
ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ESTABLISHING A FEE SCHEDULE AND ADOPTING "APPENDIX A" AS THE CITY OF TREASURE ISLAND FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the hearing and be heard with respect to the proposed ordinance. A copy of Ordinance 2025-28 is available for review at the City of Treasure Island, City Hall, 10451 Gulf Blvd, Treasure Island, Florida 33706, Monday through Friday, between the hours of 8:00 a.m. – 4:30 p.m.
In accordance with Florida Statute 286.0105, any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
In accordance with Florida Statute 286.26, persons with disabilities needing assistance to participate in any of these proceedings should contact the Office of the City Clerk at least three (3) working days in advance of the meeting date and time at (727) 547-4575.

Lisa-Marie Kennedy, City Clerk
City of Treasure Island, FL

10/15/2025 jm 59990-1



FY25 FEE SCHEDULE

Effective November 5, 2026 or as otherwise noted

LAST AMENDED:

Ord. 2024-23, September 17, 2024
Ord. 2023-18, September 18, 2023
Ord. 2022-13, September 19, 2022
Ord. 2022-02, February 1, 2022
Ord. 2021-19, September 20, 2021
Res 20-15, September 15, 2020
Res 20-05, May 19, 2020
Res 19-06, September 17, 2019
Res 18-65, September 18, 2018
Res 17-59, September 19, 2017
Res 16-90, September 20, 2016
Res 15-67, August 18, 2015

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Any charge established in this fee schedule (Appendix A) may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

ARTICLE I. COMMUNITY Development

1. Building Permits (Chapter 8, Treasure Island Code of Ordinances [Code], 8-31 TI-Code)
    a. Base Fee – For issuing each permit: $53 [Florida Building Code (FBC) – Section 109 Fees]
    b. Total Valuation Fee – $1,000 or less – base fee only $53 (where only a final inspection is required – each additional inspection required shall be charged $53. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. (FBC)– Section 109, Schedule of Permit]
    c. Total Valuation Fee – over $1,000 and less than $1,000,000 – Base fee of$53 plus $11 for each thousand or fraction thereof; $1,000,000 or over – Base fee of $$53 plus $8 for each thousand or fraction thereof. If, in the opinion of the building official, the valuation for the scope of work: construction, addition, alteration, repair, remodel, and/or replacement appears to be understated or underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates or a copy of the contract to meet the approval of the building official. [FBC– Section 109 Fees]
    d. State Surcharge pursuant to section 553.721, Florida Statutes – A surcharge assessed at the rate of 1 percent of the permit fees associated with the enforcement of the Florida Building Code. The minimum amount collected on any permit issued shall be $2. (Required by section 553.721, Florida Statutes)
    e. State Surcharge pursuant to section 468.631, Florida Statutes – A surcharge assessed at the rate of 1.5 percent of all permit fees associated with enforcement of the Florida Building Code. The minimum amount collected on any permit shall be $2. (Required by section 468.631, Florida Statutes).
    f. Fee for Re-inspection – The contractor shall pay a re-inspection fee of $53 for each inspection failure.
    g. Fee for revision to an Existing Permit or Partial Inspection Request:
        i. A revision to an existing permit shall be charged a $53 revision fee, plus any valuation fees (as provided in subsections b or c above) and State Surcharges.
        ii. A request for a partial inspection shall be charged $53 per partial inspection requested.

b. Fee for Extension of Time on a Permit

    i. Extension of a building permit which has not yet expired and fulfills the "permit intent" of FBC – Section 105.4.1 - $106

    ii. Extension of a building permit which has been expired – applicant must reapply for a new permit (FBC - Section 105.4.1.1)

c. Fee for a Same Day Inspection - $43 and this service is subject to the availability of an inspector to provide this service

d. Fee per Tent for Special Events, Permit Contractor Change, Contractor Trailer, Contractor Storage Trailer, Temporary Power Pole, Temporary Structures, and per Tree permitted to be removed – Fees for permits where no work valuation is pertinent shall be based upon an initial fee of $53 covering one inspection and a fee of $50 for each additional inspection required. The number of inspections required shall be at the discretion of the City Commission, City Manager, Community Development Director, Fire Department, or Building Official as the situation warrants.

    i. After a tree removal has been permitted, a donation may be made to the Green Utility account in lieu of re-planting tree(s) – Section 72-111(b) of the City of Treasure Island Land Development Regulations (TI-LDR). The fee in lieu shall be based on the cost of purchasing the requisite size and number of replacement trees.
    ii. Tree removal which is exempt under section 163.045, Florida Statutes - $0 (Sec. 72-111, TI-LDR)
    iii. Tree removal which is not exempt under section 163.045, Florida Statutes - $50 (Sec. 72-111, TI-LDR)
    iv. After the fact tree removal which is not exempt under section 163.045, Florida Statutes - $100 (Sec. 72-111, TI-LDR)

e. Moving Fee and Demolition Fee – for the demolition or the moving of any building or structure, the fee shall be $150

    i. Valuation of Moving or Demolition Work of $0 to $15,000 = $159

    ii. Valuation of Moving or Demolition Work greater than $15,000 = 1% of moving or demolition cost

f. Plan Review Fees – When a permit is required to be submitted, the respective plan review fees shall be paid to the City at the time of submitting the permit application, plans, and/or specifications for checking—this is a nonrefundable fee. The remaining balance(s) shall be paid upon permit issuance. Fees to be set as follows:

    i. Building plan review fee - equal to one-half of the total building permit fee
        1. Each subsequent review – projects below $10,000 in value – 10% of building permit fee
        2. Each subsequent review – projects $10,000 and above in value – 5% of building permit fee

ii. Floodplain plan review fee – equal to one-half of the total floodplain permit fee. (LDR Division 3 & Sec. 66-103.3).
iii. Zoning plan review fee – equal to one-half of the zoning permit fee. [Sec. 68-32, TI-LDR& Sec. 70-51, TI-LDR].
iv. Fire plan review fee – the respective costs at time of submittal as listed in Exhibit A for Fire and Rescue fee schedule. (National Fire Protection Association)
v. Civil or structural engineering review fee – equal to one-half of the total civil or structural permit fee
vi. Public works review fee – Equal to one half the public works permit fee

g. Refunds of permit fee only (not plan review or other Community Development Department fees)
    1. Work has not commenced, and the permit is less than six months old – Permit fee and state surcharges paid minus $75
    2. Work has commenced or the permit is over six months old – no refund.

h. After the Fact Permit - Where a permit is required by the Code of Ordinances and/or Land Development Regulations the work is started prior to obtaining the permit, the (permit fees) herein specified shall be:
    i. Two (2) times the permit fee, on the 1st occurrence by the property owner and/or contractor;
    ii. Three (3) times the permit fee, on the 2nd occurrence by the property owner and/or contractor;
    iii. Five (5) times the permit fee, each time thereafter by the property owner and/or contractor.
    iv. The payment of the five (5) times fee shall not relieve any persons from fully complying with the requirement of the Code of Ordinances and Land Development Regulations. [FBC – Section 109.4, Work commencing before permit issuance]

i. After Hours Building Inspections
    i. Building Inspections after 5:00 p.m. Monday through Friday and Saturdays - $149 per hour with a 2-hour minimum.
    ii. Building Inspections on US Federal Recognized and City Recognized Holidays and Sundays - $212 per hour with a 2-hour minimum.

j. New/Change of Address $30 plus $20 per additional address same property
k. Certificate of Occupancy or count of completion: $65

2. Zoning Permit Fee (Sec. 68-32, TI-LDR)
    a. New, or Addition - Single family and duplex: $35
    b. New or addition - Each subsequent resubmittal- Single family and duplex: $35

c. New or addition - 3 or more units or nonresidential: $65
d. New or addition - Each subsequent resubmittal - 3 or more units or non-residential: $55
e. Dock (Sec. 69-54, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $40
f. Driveway (Sec. 72-34, TI-LDR)
    i. Single Family and Duplex $20
    ii. 3 or more units or nonresidential $30
g. Garden Walls, Fences, and hedges (Sec. 68-458, TI-LDR)
    i. Single Family and Duplex $25
    ii. 3 or more units or nonresidential $35
h. Signs $45 (Sec. 73-35, TI-LDR)
i. General zoning review not covered above $25

3. Floodplain Permit Fee (Sec. 66-103.3; Chapter 66, TI-LDR)
    a. New, remodel or addition - Single family and duplex: $35
    b. New remodel or addition - Each subsequent resubmittal - Single family and duplex: $30
    c. New, remodel or addition - 3 or more units or non-residential: $65
    d. New, remodel or addition - Each subsequent resubmittal - 3 or more units or nonresidential: $55
    e. After the fact all types (no permit): $200
    f. After the fact all types (no permit), each subsequent review: $160

4. Civil or Structural Engineering Permit Fee (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $140/hour
    b. New or addition, 3 or more units or nonresidential each subsequent resubmittal: $120/hour
    c. Raised seawall $200/hour
    d. Raised seawall, each subsequent review $200/hour
    e. Drainage plan $200/hour
    f. Drainage plan, each subsequent resubmittal $200/hour
    g. Site visit, if requested by applicant $200/hour
5. Public Works Plan Review for Permit (Sec. 70-51, TI-LDR)
    a. New or addition - 3 or more units or nonresidential: $60
6. Adult Use Permits – [Chapter 62 TI-LDR)]
    a. Adult use permit from the City Manager or designee - $250 [Section 62-4, TI-LDR]
    b. Appeal of certification of noncompliance to City Commission- -$350 [Section 62-4(c)(1), TI-LDR]
    c. Extension of preliminary adult use permit - $50 [Section 62-4(d)(1), TI-LDR]

d. Appealing the denial of extension of adult use permit to City Commission - $350 [Section 62-4(d)(1), TI-LDR]

e. Permanent adult use permit - $100 [Section 62 - 4(d)(1), TI-LDR]

f. Renewal of adult use permit - $100 annually [Section 62-4(d)(2), TI-LDR]

g. Appeal of City Manager's decision to revoke permanent adult use permit to City Commission - $350 [Section 62-4(d)(3), TI-LDR]

h. Variance - $350 for the 1st variance request and $100 for each additional request [Section 62-6, TI-LDR]

7. Planning and Zoning Board / Local Planning Agency Application Fees

   a. Appeal to an administrative decision $350 (Sec. 70-181, 70-241, TI-LDR)

   b. Variance request (Sec. 70-221, 70-241,72-6, TI-LDR)

      i. Variance request – base fee (one variance) - $350. Each additional variance requested - $100 residential (Sec. 70-221, TI-LDR)

      ii. Multifamily, Commercial, and Institutional - Base fee (one variance) $500 with each additional variance requested $100.

   c. Special exception request – $600 (Sec. 70-201, 70-241, TI-LDR)

   d. Site plan/application review (Sec. 70-71, 70-51, TI-LDR)

      i. Single family and duplex - $500

      ii. Single family and duplex, civil engineering review - $200/hour

      iii. Multifamily, Commercial, and Institutional - $1,000

      iv. Multifamily, Commercial, and Institutional; civil engineering review -$200/hour

      v. Minor Modification to Previously Approved Site Plan – One-half regular site plan review fee.

      vi. Minor modification to Previously Approved Site Plan, Civil Engineering review (if required) - $200/hour

   e. Subdivision (plat) review (Sec. 74-31, TI-LDR)

      i. Preliminary Plat - $700

      ii. Preliminary Plat, civil / survey engineering review - $200/hour

      iii. Final Plat - $500

      iv. Final Plat, civil / survey engineering review - $200/hour

      v. The cost of recording the plat shall be paid by the applicant.

   f. Comprehensive plan text amendment / future land use map amendment – $2,250 (Sec. 68-121, TI-LDR)

g. Re-zoning fee - $2,000. (Section 68-122 TI-LDR)

h. Request for a text amendment to the land development regulations - $2,000 (Sec. 68-123, TI-LDR)

i. Development Agreement (Section 68-496 – TI-LDR)
    i. Development Agreement $2,250
    ii. Development Agreement Modification $2,250
    iii. Development Agreement Extension $1,125

j. Copies for mailings
    i. 1 sided up to 8 1/2" x 14" $0.15
    ii. 2 sided up to 8 1/2" x 14" $0.20

8. City Commission Fees

    a. Fees not listed below shall be the same as Planning and Zoning Board / Local Planning Agency fees.

    b. Vacation of an easement shall be $500. The cost of recording shall be paid by the applicant.

    c. Vacation of a right-of-way shall be $1,000. The cost of recording shall be paid by the applicant.

    d. License agreements with property owners along the Central Beach Trail -$500

        i. Those who agree to make public improvements between the rear property line of their lot and the Central Beach Trail, the $500 fee may be waived, depending on the scope of the improvements, at the City's sole and absolute discretion.

        ii. All subsequent requests for amendments to existing license agreements shall be $200.

    e. Release of Unity of Title shall be $150 (Section 68-490, TI-LDR)

    f. All special events on private property which are open to the public for a fee or not, or for profit or not, requiring staff approval, shall pay a special event permit application fee of $100. (Section 68-571, TI-LDR)

        i. All special events on private property which are open to the public for a fee or not, or for profit or not, for City Commission approval, a special event permit application fee shall be $200 (Section 68-571, TI-LDR)

    g. Other City Commission hearing fees shall be $150, unless otherwise stipulated.

    h. Appeals to site plan review by Planning and Zoning Board [Section 70-111, TI-LDR] – Amount shall be one half of the Planning and Zoning / Local Planning Agency site plan review fee

    i. Special Event Parking - $350 [Section 68-468, Off-Street Parking, TI-LDR]

9. Fee to Connect to Public Sanitary Sewer System – For structures not previously connected $325 (Section 75-62, TI-LDR)
10. Returning Signs That Were Placed in the Right-Of-Way or On Public Property - $10 per sign for each occurrence. (Section 73-35, TI-LDR)
11. Multimodal Impact Fees
    a. Pinellas County Land Development Code, Part III, Chapter 150-Impact Fees / Article II
12. Land Use / Zoning Verification Letter **–** (Section 68-32, TI-LDR)
    a. Single lot: $75
    b. Multiple lots or Existing Commercial /Hotel Use: $125.00
    c. Research Grandfathered Status (determination of legal units, density, intensity, etc.): $100.00 first hour plus $50 per hour of additional time
13. Land Development Regulation - Administrative Waiver by Staff: $150 (Section 68-35, TI-LDR)
14. Lien Search Requests and Registration of Foreclosing Properties (Section 2-173, TI-Code)
    a. Lien Search requests will be processed at $50 per parcel. A Rush Lien Search will be processed within 3 business days at a fee of $75 per parcel.
    b. Registration of foreclosing residential or commercial properties will be processed at a fee of $100 per property – (Section 2-173, TI-Code)
15. Staff Assistance Preparing a Florida Department of Environmental Protection Permit for Use of the Public Beach - $150 per application plus any applicable permit application fees. (Section 68-571, TI-LDR)
16. Doggie Dining Permit (Section 6-52, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
17. Sidewalk Café Use Permit (Section 68-571, TI-LDR)
    a. Application fee: $100
    b. Annual renewal fee: $50
18. National Pollutant Discharge Elimination System (NPDES) Inspection Fees - $35 each (Section 75-206, 54-36, TI-LDR)
19. Advanced Wireless Infrastructure Deployment Act; section 337.401(7), Florida Statutes

    (Chapter 42, TI-LDR – Article III, Communications Rights-of-Way Usage.)

    a. Registration
        1. Annual Registration – No fee
        2. Transfer of Registration – No fee
        3. Registration Amendments – No fee

4. Registration Renewal – No fee

b. Annual Local Business Tax – (Section 46-103, TI-LDR)

c. Annual Pass-Through Providers $500 per linear mile (Section 42-72, TI-Code; sec. 337.401(6)(b), Florida Statutes)

d. Rate to collocate small wireless facilities on a city utility pole shall be $150 per pole annually, or the maximum amount allowed by applicable law. (Section 337.401(7), Florida Statutes)

e. Rate to collocate small wireless facilities on a non-city owned utility pole – No fee. (Section 337.401(7), Florida Statutes)

f. Permit fee for installation of a new utility pole used for collocation of small wireless facilities – No fee. (Section 337.401(3), Florida Statutes)

g. Appeal of a decision of the City Manager or designee - $350 (Section 42-84, TI-Code)

h. Required mailings: $0.20 per page up to two-sided and current USPS first class postage

20. Flood zone Letters/Amendments/Revisions: (Section 66, TI-LDR)

a. Flood zone Verification Letter	$75.00
b. Letter of Map Amendment (LOMA)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
c. Letter of Map Revision (LOMR)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
d. Letter of Map Revision Based on Fill (LOMR-F)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review
e. Conditional Letter of Map Revision (CLOMR)	
i. Floodplain Review	$75.00
ii. Civil Engineering Review – initial review	$500.00
iii. Civil Engineering Review – additional reviews	$250.00 per additional review

21. Alcoholic Beverage Permit Zoning Review (Ch. 561, Florida Statutes)

a. Off-Site Consumption	$100.00
b. On-Site Consumption	$200.00

ARTICLE II. FIRE AND RESCUE

22. Fire Code Inspections and New Construction Plan Reviews: (Sections 8-79, 8-80, TI-Code)

    The occupant of any commercial premises or the owner of such commercial premises when there is no occupant and the owner of any residential premises on which the City conducts any fire safety inspections in accordance with any federal, State or local law shall remit to the City a fee for the inspection as set forth in the attached fee schedule as adjusted as herein provided. Such fees shall be reviewed and adjusted administratively, if necessary, once per fiscal year.

    c. Fire Inspections are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)
    d. Fire Plan Reviews are conducted by the Treasure Island Fire Inspector; see Attachment A for Fee Schedule (Resolution 18-65)

23. Special Detail Fees

    e. Fire Personnel – Extra Duty Rates
        i. Firefighter - $48 per hour
        ii. Paramedic - $43 per hour
        iii. Fire Apparatus - $44 per hour
        iv. Fire Inspector - $75 per hour
        v. Holiday Rates for all fees shall be applied at 1.5 times the standard rates
    f. Apparatus - Extra Duty Rates
        vi. ALS Cart - $300 per event, per day
        vii. ALS Unit - $400 per event, per day
        viii. Fire Suppression Unit - $500 per event, per day

ARTICLE III. PARKS AND RECREATION

24. Children's Camps

Summer and Winter Camp Fees (Sec. 24-33, TI-Code)

All weekly camp rates are paid in full upon reservation. For a full refund, the cancellation request needs to be made within 14 days of the Monday of the first week enrolled. A 10% Administration Fee will be charged for all cancellations.

Summer Camp 10 Week Program Fee *(adjustments are made for camps more or less than 10 weeks)*

	Resident/Taxpayer*	***Non-Resident***
10 Week Camp Rate	$700	$900
Weekly Rate	$120	$140
Extended Care	***Residents and Non-Residents***	
Before and/or After Care	$30 per week per family	
6:45 – 7:30 am and/or 5:05pm- 5:30 pm		
Winter Camp Fees *(adjustments are made for weekly rates based on camp dates)*		
Daily Rates	$30 per day	$35 per day

** Taxpayer is defined for Children's Camps as Treasure Island Business Owners and St. Pete Beach Residents per reciprocal agreement.*

25. Treasure Bay Golf and Tennis (Sec. 24-33, 24-34, TI-Code)

Tennis Daily Rates (plus tax)	
Tennis Daily Fee - Adults	$12
Asphalt Courts	Free
Reservations, two hour block	$6 per court
Juniors (under age 15 years old)	50% off above rates
Resident/Taxpayer Discount	10% Discount

Pickleball (plus tax)	
Unlimited League & Daily Play	
Daily	$5
Annual Pickle Pass	$75

Foot Golf (plus tax)	***Resident/Taxpayer****
9 hole	$10
9 holes, twice	$12
Juniors, 15 & under	$8
Family Rate (up to 2 adults and 3 juniors)	$25
Pre-Paid 10 Play Card (individual play)	$80

Memberships (plus tax)	
Tennis Pre-paid 10 play card	$90

Memberships (plus tax)	
Tennis 4-monthly card	$250
Tennis 12-monthly card	$560
Golf League 10 Play Card, winter	$120
Golf League 10 Play Card, summer	$70
Golf Pre-Paid 10 play card, winter	$130
Golf Pre-Paid 10 play card, summer	$80
Golf (plus tax)	
Daily Fee, winter (Dec. – Apr.)	$15
Daily Fee, summer (May. – Nov.)	$11
Replay 9 holes	50% off above rates
Juniors (under age 15 years old)	50% off daily fees
Resident/Taxpayer	$1.00 off rates above
League rate, winter	$13
League rate, summer	$9
18 Holes	Seasonal rate + $2
Pull Cart	$3
Rental Clubs	$4

** Taxpayer is defined for Treasure Bay fees as residents of St. Pete Beach per reciprocal agreement.*

26. Reservation/Private Rental of Treasure Bay Clubhouse/Picnic Areas (Sec. 24-34, TI-Code)
    a. $25 per hour plus tax for 10 - 40 people
    b. $50 per hour plus tax for 40 – 100 people

27. Reservation/Private Rental of Rosselli Park with Restrooms (Sec. 24-33, TI-Code)
28. Reservation/Private Rental of ballfield or gazebo $25 per hour plus tax
29. Bus Rental with a Commercial Licensed Driver - $75 per hour (Sec. 24-33, TI-Code)
30. Repealed – Reserved for Future Use

31. City Facilities Rental Fees (Sec. 24-33, TI-Code)

All facility rentals are paid in full upon reservation. For a full refund, the cancellation request must be made 30 days prior to the event date. A ten percent (10%) Administrative Fee will be charged for all the cancellations. Treasure Island Residents or Treasure Island Business Owners will receive 50% discount of the posted rate for city's facilities; discount cannot be combined with any other fee reductions.

a. Community Center (up to 250 people) *plus tax

	Residents and Non-Residents
Facility Rental Fee*	$200 per hour, 4 hour minimum
Premium Dates/Holidays*	Regular rate + $250
Non-Profit Rental Fee *[501(c)(3) organizations only]*	1/3rd off the posted rates

b. City Hall Promenade Deck, up to 80 people *plus tax

Monday – Thursday	$200 per hour, 2 hour minimum
Friday - Sunday	$250 per hour, 4 hour minimum
Premium Dates/Holidays*	Regular rate + $250
Non-Profit Rental Fee *[501(c)(3) organizations only]*	1/3rd off the posted rates

c. Community Center Garden Room & City Hall Flybridge, Quarterdeck or Crows' Nest & City Center multi-purpose rooms (includes parking) *plus tax

Facility Rental Fee*

Monday –Friday	8:00 am – 4:30 pm	$50/hour; minimum 2 hours
Monday - Friday	After 4:30 pm	$75/hour
Saturday - Sunday		$100 per hour, minimum 4 hours
Premium Dates/Holidays*		$75 per hour, minimum 4 hours, maximum 10 hours
Use of Kitchen* (upon availability)		$250
Use of Gally w/Flybridge or Crows' Nest, only		$100

d. Beach Pavilion / Treasure Bay Clubhouse, (up to 50 people, includes parking in the Black Skimmer lot only) *plus tax Treasure Island Residents or Treasure Island Business Owners will receive a 50% discount of the posted rate for the City's facilities; discount cannot be combined with any other fee reductions.

Facility Rental Fee*

Monday – Thursday	$100/hour; minimum 2 hours
Friday - Sunday	$150/hour; min. 4 hours, max. 10 hours
Premium Dates/Holidays*	Total rental fee + $250

32. Class Instructor Fees - Thirty percent (30%) of gross class revenue, or $50 per month whichever is greater (Sec. 24-33, TI-Code)

33. Use of Public Beach or Public Property Review - City Staff Review Only (Sec. 24-34, TI-Code)

    Three hour permit includes setup, the event and breakdown. Additional setup time can be requested at an additional $50 per hour, plus applicable fees below.

    a. $100 Treasure Island Resident/Business or $125 Non-Resident for a small, organized gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering—of up to 50 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    b. $125 Treasure Island Resident/Business or $150 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of 51 - 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

    c. $250 Treasure Island Resident/Business or $300 Non-Resident for a gathering or beach event—such as a wedding, memorial service, picnic, or other similar gathering of more than 100 people. Includes the use of up to a 10' x 10' tent/canopy, wedding arch, and chairs.

34. Use of Public Beach or Public Property Review - City Commission Review (Sec. 24-33, 24-34, 58-48, TI-Code)

    a. All events on public property or the public beach which are open to the public for fee or not, or for profit or not, requiring City Commission approval, except City sponsored or Commission exempted public events: $500 non-refundable

        i. All subsequent requests for renewals or amendments to existing contracts or agreements – $250 each

        ii. If approved, an additional special event fee will be assessed based on impact as determined by staff and approved by City Commission. Such impacts could include pre-event permitting and planning, attendance, number of total event days, traffic and parking impacts, parking, road closures, use of commercial equipment, event coordination and administration, etc.

            1. Low Impact - $1,000
            2. Medium Impact - $2,500
            3. High Impact - $5,000

        iii. Other fees for use of public beach or public property: costs for City services (trash pickup and disposal, police special detail, etc.) to be reimbursed to the City upon approval of the event by the City Manager or City Commission.

        iv. The determination of whether a use requires City Commission approval under this subsection shall be at the sole discretion of the City Manager or designee

    b. Non-exclusive License agreement request for City-owned beach area generally from 104th Avenue to 119th Avenue shall be $500 (non-refundable).

i. All subsequent requests for amendments to existing license agreements shall be $200 per request

c. Park Improvement Fund – five percent (5%) of net profits from fund-raising or revenue-generating activities or events held in city-owned parks by Non-Profits and For-Profit organizations, and as approved by the City. Such funds will be accounted for based on GASB and/or GFOA standards.

ARTICLE IV. FINANCE

35. Parking

a. Parking Meter Rates –

i. ~~$4.00 per hour~~ $5.00 per hour

ii. $5.50 per hour weekends and holidays

b. Sunset Beach Street Parking –

i. ~~$5.00 per hour on Saturdays, Sundays, and City Holidays~~ $6.00 per hour

ii. $6.50 per hour weekends and holidays

c. Resident Parking Permits ~~– $45 annually~~

i. Electronic Pass, $5.00 each – maximum 2 per residence

ii. ~~Physical Hangtag $45 each (limit 1 per address – CANNOT BE REPLACED)~~

d. City Event Parking - No less than ~~$15~~ $30 but up to ~~$20~~ $50 per vehicle, per day

36. Returned Checks Service Charge

a. Set according to the allowable service charge per Section 832.07, Florida Statutes

b. In no event should the fee be more than $100

37. Notary Services

a. Each instrument $10 (for non-City Business)

b. No charge for City Related Business

ARTICLE V. PUBLIC RECORDS

Recognizing that all public records and documents subject under State law to inspection by members of the public at reasonable times and under reasonable circumstances, should be produced and made available to the public promptly, when the nature or volume of public records requested to be inspected, examined, or copied is such as to require extensive use of technology resources or extensive clerical or supervisory assistance ("extensive use of information technology

resources or extensive clerical or supervisory assistance" is defined as more than thirty (30) minutes of staff time per request), a special service charge shall be imposed, in addition to the charge for copies. The party requesting such assistance or service shall be charged a fee that shall be equivalent to the hourly wage of the employee who renders such assistance, including in the hourly wage the cost to the City of all benefits paid to the employee. The special service charge will be computed to the nearest quarter of an hour exceeding the first thirty (30) minutes. If the records requested are stored on computer and must be retrieved and reproduced from such storage, the charges for such reproduced copies shall be based on the time necessary to generate and reproduce such records. The City may require a deposit equal to the estimated amount for copies, any applicable service charges for extensive requests and, when applicable, the cost of mailing prior to gathering the records requested. If the City's cost to provide the records is less than that amount provided in the deposit, the remaining amount of the deposit shall be returned to the requesting party. In the event the City incurs charges in an amount greater than the deposit, the City shall issue an invoice to the requesting party for the additional charges which shall be payable prior to or upon receipt of the documents requested.

38. Retrieval, Duplication, and Certification of Records [Section 119.07, Florida Statutes]
    a. Duplication of a one-sided document up to a size of 8 ½" x 14" is $.15 per copy
    b. Duplication of a two-sided document up to a size of 8 ½" x 14" is $.20 per copy
    c. Duplication of documents exceeding 8 ½" x 14" or documents the City is incapable of reproducing on existing City equipment shall be charged at the actual cost to duplicate the record(s).
    d. Paperless records provided on a CD or DVD is $1.25 per disc.
    e. The requestor may provide a USB drive to receive paperless copies of records; however, the drives must be scanned by IT Department staff first to ensure the health of the City's network. The charge shall be a minimum of actual cost of scanning and the duplication of the record(s).
    f. Certified copies are $1 per document/instrument, plus applicable duplication charges.
    g. Labor charges for extensive public records requests are applicable to any request requiring thirty (30) minutes or more of staff time in a single day to research and respond to a request. The actual cost is calculated using the hourly wage plus benefits of the lowest paid employee capable of performing the service.

ARTICLE VI. POLICE DEPARTMENT

39. Fingerprinting Service - $15
40. Special Detail (officer and vehicle) - $70 per hour
41. Pet Registration – No charge

42. $25 Bicycle Decals (Sec. 50-58, 50-63, 50-64, TI-Code):

a) $1.00 for registration
b) $0.50 for replacement if stolen, lost, or destroyed
c) $0.50 for replacement if obliterated or illegible

43. Equipment Inspection - $5

ARTICLE VII. PUBLIC WORKS

44. City Signboard in Treasure Island Causeway Fee (Sec. 73-35, TI-LDR)

a. $20 for one sign (East or West)

b. $25 for two signs (East and West) up to 14 days.

ARTICLE VIII. UTILITY FEES

SEE ATTACHMENTS B, C, ~~& D~~

45. Sewer (Sec. 75-122, TI-LDR)

See Attachment B

46. ~~Solid Waste Services (Sec.38-32, TI-Code)~~

~~See Attachment Appendix C~~

47. Stormwater (Sec. 54-74 and 54-75, TI-Code)

See Attachment C

ARTICLE IX. ELECTIONS

46. Qualification Fee [Section 99.093, Florida Statues, Sec. 14-10, TI-Code]

a. Application fee for district commissioner - $50.00
b. Application fee for mayor-commissioner - $100.00

These fees may be waived if the candidate is determined to be exempt from the election assessment pursuant to section 99.093(2), Florida Statutes. Any charge by the supervisor of elections to verify signatures pursuant to Chapter 99, Florida Statutes, shall be paid by the candidate.

ARTICLE X. BUSINESS TAX

Sec. 46-103, TI-Code

A

Abstracts of Title	186.27
Adult entertainment establishment, bookstore, etc.	fee set by City Commission
Advertising:	
Agencies	92.94
Card directory	92.94
Directories, guidebooks	186.27
Handbills	92.94
Outdoor advertising, persons engaged in business of painted walls or electric displays or other devices leased or rented, not otherwise specifically receipted (See "signs")	92.94
Parade, including automobiles and wagons carrying advertising signs and musical instruments or other devices to attract attention, for each parade	510.51
Schemes and devices not provided for	510.51
Agent, agencies, including but not limited to book or magazine, claims and collections, credit agencies or bureaus, detective, employment, investment or security, loan, manufacturer's agent, and travel or transportation agents	92.94
Alarm systems, fire, burglary, medical monitoring, etc.	92.94
Amusement parks, children's playground and mechanical equipment	92.94
Amusement parlors, owner or manager	370.05
Animal grooming service, not permitted as kennel	92.94
Answering services	92.94
Antiques, dealers in	92.94
Appraisers	92.94
Architects	92.94
Armored car service	92.94
Art gallery	92.94
Artist	54.68

A

Auctions and auctioneers:	
Personal property, per diem	372.47
Real estate	372.47
Shops or stores, owners or managers	1276.25
Automobiles, trucks and RV's:	
Agencies, sale or rental (in addition to all other receipts)	58.60
Automobile, bus for hire, each	92.94
Cruising taxicabs	38.26
Driver of automobile for hire, taxicabs or bus, each	19.07
Filling station:	
1 pump/dispenser	38.26
1 pump/dispenser and repair service	92.94
Additional pump/dispenser	3.80
Parking lot, temporary, per day	19.07
Storage or parking lots, capacity:	
1—50	92.94
51 or more	186.27
Used car lot	280.74
Wash and polish only	92.94

B

Bait, dealers in	54.68
Bakeries	92.94
Banks	92.94
Barbershops and beauty shops:	
1 station	92.94
Each additional station	19.07
Technician (nail, cosmetology, etc.)	54.68
Billiards, pool, for public use or profit	54.68

B

Boats:	
Charter, cruise or party:	
1—6 passengers	54.68
7—21 passengers	92.94
22+ passengers	131.25
Storage/dry:	
1—25 boats	112.06
26+ boats	168.29
Boat and yacht brokers	112.06
Sales	112.06
Rentals	186.27
Marinas:	
1—25 boats	112.06
26+ boats	168.29
Bondsmen	372.47
Bookkeeping and income tax service	92.94
Boot and shoe repair shop	92.94
Bottled drinks, wholesale	
1 truck	186.27
Each additional truck	38.26
Bottled water, delivery of:	
1 truck	92.94
Each additional truck	38.26
Bottled gas, dealers in	92.94
Bowling alleys:	
First alley	92.94
Each additional alley	38.26
Brokers:	
Wholesale dealers in merchandise	372.47
Business and computer machine, rental	92.94

C

Camera and photographic supply shops	112.06
Carnivals, including side shows incident thereto, per week or fraction thereof	3739.45
Carpet and rug cleaning establishment	92.94
Caterers	92.94
Circus:	
Circus shows and tent shows, per day	1123.12
Parade	510.51
Clinic, medical, dental, etc.	92.94
Computer programming, 1 employee	92.94
Congregate care, adult congregate living facility and group care facility:	
1—10 residents	127.61
Each additional resident	12.73
Consignment shops	92.94
Contractors:	
General	186.27
All others	92.94
Copy service, duplicating, engraving, lithography, mimeographing and multigraphing	92.94

D

Data processing and related services	92.94
Dentists	92.94
Detective agencies	92.94
Distributor	92.94
Diver	92.94
Doctors/physicians	92.94
Drafting	92.94
Dressmaking establishment and hemstitch sewing, including tailors and needlework	38.26
Drugstores	92.94
Dry cleaning, laundries, linen service	92.94

E

Entertainments, musicals, concerts or shows, where not held in receipted theater or hall.	Apply to City Commission for permission and tax
Equipment rental	93.27
Exhibits	Apply to City Commission for permission and tax
Exterminators, termites or vermin, in addition to all other receipts	92.94

F

Family day care centers:	
1—5 residents or day care	92.94
Each additional resident	0
Finance companies, any person who engages in a financing service or effecting the purchase or collection of deferred merchandise purchase agreements or notes	92.94
Florists	92.94
Fuel oil dealer	92.94
Furniture, refurnish, reupholster	92.94

G

Game machines, each machine to be paid by the owner or person in whose place of business the machine is operated, each machine, in addition to all other receipts	3.80
Golf, miniature	92.94
Guns, dealer in revolvers and pistols	497.72

H

Halls for rent, where admission is charged	186.27
Health clubs, salons, spas	92.94
Hearing aids, agent or dealer	92.94
Home health care, nursing, aides	92.94
Home occupations	92.94

I

Ice retail stations, each	38.26
Insurance:	
Agency	92.94
Branch offices	92.94
Claims	92.94
Company	92.94
Title	186.27
Interior decorators	92.94
Investment counselors	92.94

J

Janitorial service	92.94

L

Laboratories, analytical or dental	92.94
Landscape gardener, lawn service	92.94
Launderettes or self-service laundries:	
First 10 machines	92.94
Each additional machine	5.07
Lawn service only	
Lawn and tree spraying	92.94
Lawyers, each	92.94
Lecturers and instructors	372.47
Locksmiths, each	92.94

M

Mail order establishment	92.94
Management consultant	92.94
Massage parlors	92.94
Mental healers, not including members of Christian Science profession	372.47

M

Merchant and merchandising:	
Wholesalers	92.94
Merchants, demonstrators, exhibitors selling merchandise at exhibits or shows, 1 week only	44.59
Retail store	92.94
Messenger or package delivery service	92.94
Motorcycles, motorbikes and motor scooters:	
Motordrome sales	186.27
Rental only	186.27
Repair only	92.94
Moving pictures, or other theaters or permanent places of amusement	92.94
Music studios	92.94

N

Newspapers and publications:	
Daily	935.30
Other than daily, excepting religious educational, charitable, fraternal or veterans sponsored	112.06
Nursery and service plants, etc.	92.94

O

Occult—Clairvoyant, fortunetelling, palm reading, crystal ball, and any of the mystic arts	497.72
Opticians/optometrists	92.94
Osteopaths	92.94

P

Patrols, night patrolmen or private watchmen, each, on recommendation of the city commission	92.94
Pawnbrokers	1,308.17
Pet shops and supplies	112.06
Photostat and blueprint shop	92.94
Photographers:	
Each	54.68

P

Studio	92.94
Piano tuners, each.	54.68
Professions:	
Accountant, acupuncturist, appraisers, architect, attorney, auditor, chemist, chiropodist, chiropractor, counselors, consultants, dentists, designer (industrial and residential), draftsmen, electrologist, engineer (individual or firm), naprapath, naturopathy, homeopathic physician, oculist, optician, optometrist, osteopath, pharmacist, physical culturist or therapist, physician, physiotherapist, podiatrist, psychologist, stocks and bonds broker, surveyor (individual or firm), veterinary surgeon, and any other professions not listed	92.94
Promoter	372.47
Property management	92.94
Psychologists	92.94
Public relations, each individual or firm	92.94

R

Real estate agency/office:	
Broker	92.94
Sales representative if covered under broker	0
Sales representative if not covered under broker	92.94
Registration of business tax receipts	12.91
Rental units:	
1 unit	25.52
2—5 units, each	6.34
Each additional unit over 5	5.07
Condo/hotel (each unit)	25.52
Repair shops, other than garage and machine, proprietor only	92.94
Restaurants, bars, cafeterias, lounges or lunch rooms:	
1—25 persons, occupancy	92.94
Over 25 persons, occupancy (in addition to all other receipts)	139.74

S	
Schools, private operated for profit:	
1—10 students	92.94
11—25 students	131.25
26—50 students	186.27
Over 50 students	280.74
Second (multiple) businesses	50 percent of regular receipt tax
Secondhand store:	
Dealer in clothing	92.94
Dealer in all other commodities	92.94
Signs, painters, firms, companies, association of persons or corporations engaged in business of sign painting	92.94
Solicitation, telephone, etc.	92.94
Supermarkets	186.27
Surveyors	92.94
Swimming pools:	
Construction of (see "contractor").	
Sales and service	92.94
Maintenance only	92.94
T	
Tanning salon	92.94
Telephone and telegraph companies, branch offices	92.94
U	
Unclassified:	
Every business, occupation, profession or exhibition, substantial, fixed or temporary, engaged in by any person within the city for which no receipt fee has been set forth and not specifically designated in this schedule	112.06
Undertakers or ambulance service	372.47

V

Vending machines, each (this receipt shall be in addition to all other receipts)	5.07
Veterinarians	92.94

W

Warehouses, bonded or storage	92.94
Weighing machines, each, to be paid by the owner, or by the person in whose place of business the machine is located, in addition to all other receipts	5.07

Attachment A

Fire Inspection & Fire Plan Review Fees

FIRE INSPECTION SERVICE:	FEE
Common Areas - Townhouse Complex	$ 75.00
Family Service Home-Child Care, ALF/ACLF less than 7 persons	$ 40.00
Family Service Home-Child Care, ALF/ACLF 7 persons or greater	$ 75.00
Fire Hydrant Services	$ 25.00
Fire Protection System	$ 50.00
Automotive Fueling Facility	$100.00
Marine Fueling Facility	$110.00
Industrial Facility	$ 75.00
Tourist Lodging Complex- 3 to 10 units	$ 75.00
Tourist Lodging Complex - 11 to 20 units	$110.00
Tourist Lodging Complex - 21 to 49 units	$125.00
Tourist Lodging Complex - 50 units or greater	$175.00
Occupied Multiple Business Unit @ $30.00 per unit	
Unoccupied Multiple Business Unit @ $15.00 per unit	
Permanent Residential Complex - 3 to 10 units	$ 50.00
Permanent Residential Complex - 11 to 20 units	$ 90.00
Permanent Residential Complex - 21 to 49 units	$110.00
Permanent Residential Complex 50 units or greater	$145.00
Places of Assembly 1 to 49 persons	$ 50.00
Places of Assembly 50 to 149 Persons	$ 75.00
Places of Assembly 150 persons or greater	$100.00
Marine Service	$250.00
Fire Sprinkler System Check	$ 25.00
Stand Alone Business < or = 3000 Sq. Ft.	$ 50.00
Stand Alone Business > 3000 Sq. Ft.	$100.00

Storage Facility < or = 5000 Sq. Ft.	$ 75.00
Storage Facility > 5000 Sq. Ft.	$100.00
Fuel Tank Installations	$ 50.00
LP Tank Installations	$ 50.00
FIRE PLAN REVIEWS AND INSPECTIONS:	
Building Services Equipment Plan Review and Inspection (Installation or Replacement of kitchen hood ansul system, trash chute, etc.)	$ 60.00
Fire Protection Systems Plan Review and Inspection (Installation or Replacement of fire alarm, fire sprinkler, standpipe system, etc.)	$ 60.00
New Construction Projects Plan Review and Inspection: - Up to 1,500 square feet - In excess of 1,500 square feet ($60 + $30 = $90)	 $ 60.00 $ 90.00
Remodel / Addition Project Plan Review and Inspection: - Up to 1,500 square feet - In excess of 1,500 square feet ($30 + $30 =$60) - Remodel Commercial Common Areas	 $ 30.00 $ 60.00 $ 60.00
Site Plan Review	$ 60.00
LP Gas Retail Bottle Displays	$ 60.00
LP Gas Tank Installations	$ 60.00
First Re-inspection (for failure)	$ 30.00
Second Re-inspection (for failure)	$ 30.00

RE-INSPECTION FEES:	
Code Compliance 1st visit	$ 30.00
Code Compliance 2nd visit	$ 30.00
Code Compliance 3rd visit	$ 30.00
Code Compliance 4th visit & each subsequent visit	$ 30.00

COMMUNITY HEALTH & SAFETY FEES:	
"Safe Sitter" Course	$ 45.00
CPR Course	$ 25.00

Exhibit B

City of Treasure Island
Sewer Rate Bi-Monthly Rate Schedule
Effective Billing Cycles as of December 2025
Base Rate, Volumetric Rate Adjustments and Purchase Sewer Adjustment (PSA)

Description		Existing Fiscal Year 25		Adopted Fiscal Year 26
Base Charge - Bi-Monthly				
Single Family	$	~~46.20~~	$	48.51
Duplex	$	~~80.70~~	$	84.74
Multifamily per unit	$	~~43.30~~	$	45.47
Hotel per unit	$	~~32.90~~	$	34.55
3/4" or 1"	$	~~46.20~~	$	48.51
1.5"	$	~~113.60~~	$	119.28
2"	$	~~173.30~~	$	181.97
Greater than 2"	$	~~271.30~~	$	284.87
Non-Metered	$	~~46.20~~	$	48.51
Volumetric Charge				
Block 1 (0-3,000)				
Rate per Thousand Gallons	$	~~12.87~~	$	13.51
Purchased Sewer Adjustment (PSA)*	$	~~1.51~~	$	1.59
Total Block 1 Rate per Thousand Gallons	$	~~14.38~~	$	15.10
Block 2 (Above 3,000)				
Rate per Thousand Gallons	$	~~15.18~~	$	15.94
Purchased Sewer Adjustment (PSA)*	$	~~1.51~~	$	1.59
Total Block 2 Rate per Thousand Gallons	$	~~15.31~~	$	17.53

* The Volumetric Charge shall be automatically adjusted annually effective with the billing as of December 1 2025, after the City's wholesale sewer provider adopts an adjustment to the City's wholesale sewer rates.

Purchase Sewer Adjustment (PSA) = [Annual Purchased Wastewater Cost Under the Adjusted Wholesale Sewer Rates/Annual Revenue Gallons] - Base Year Cost
(Annual Revenue Gallons are in thousands of gallons)

Base Year Cost = $~~8.92~~ $9.37 per thousand gallons as derived from the projected cost for Fiscal Year 2026 Annual Purchased Sewer Costs in PSA Formula

1. The Annual Purchased Sewer Costs include the total costs of wholesale sewer service including strong waste charges and outside-City surcharges.

2. The Annual Purchased Sewer Costs shall be calculated using the most recently available historical 12 months of actual sewer flow billed by the City's wholesale sewer provider - for which the City also has revenue gallons billed to the City's sewer customers - on the date that the adjusted sewer rates are adopted.

3. The historical time period for the sewer flow billed by the City's wholesale sewer provider and the revenue gallons billed to the City's sewer customers must be the same for purposes of the PSA calculations.

Annual Revenue Gallons in PSA Formula

The Annual Revenue Gallons shall be the most recently available historical 12 months of sewer flow billed to the City's sewer customers based on metered water sales in thousands of gallons for which the City also has actual sewer flow billed by the City's wholesale sewer provider.

Exhibit C

City of Treasure Island
Stormwater Management Rate Schedule
Effective Billing Cycles as of December 2024
New ERU calculation for FY25

Category	Monthly Rate	Bi-Monthly Rate
Single Family	$25.92	$51.84
Other Property types	Per calculated ERU * $25.92	Per calculated ERU * $51.84

*ERU = Equivalent Residency Unit, calculated per City of Treasure Island Ordinance 2023-17 (3,448 sq feet).

The city conducted a stormwater rate study and equivalent residency unit calculation update for the FY24 budget development process. The new rate calculation represents a fundamental shift in the equitable burden borne by the various ratepayer types and will be phased in over a few fiscal years as a result.

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, ESTABLISHING A FEE SCHEDULE AND ADOPTING "APPENDIX A" AS THE CITY OF TREASURE ISLAND FEE SCHEDULE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is deemed appropriate and in the best interest of the public to provide for and revise from time to time certain fees for services and/or facility rentals charged by the various City departments; and

WHEREAS, the City Commission has determined that it is in the best interest of the City of Treasure Island and its citizens that user fees be identified, referenced, and clearly stated; and

WHEREAS, the City Commission wishes to amend the Code of Ordinances of the City of Treasure Island, Florida.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND DOES ORDAIN:

SECTION 1. The recitals set forth in the "Whereas" clauses above are ratified and confirmed as true and correct and are hereby adopted as legislative findings by the City Commission of the City of Treasure Island, Florida for the adoption of this Ordinance.

SECTION 2. That the "Appendix A" a fee schedule as set forth herein be adopted for implementation by the various City of Treasure Island departments. The fees to be charged in order to recover direct costs associated therewith are set forth in the attached Appendix A, and the proceeds from such fees shall be credited to the fund providing such services. The fee schedule set forth in the Appendix A is hereby established, authorized, and adopted by the City Commission.

Any charge established in the Appendix A may be waived or reduced by the City Commission upon a finding that extraordinary conditions warrant such a waiver or reduction, so long as said waiver or reduction is not prohibited or restricted by applicable federal, state, or local law.

SECTION 3. SEVERABILITY. It is the intention of the City Commission that each provision hereof be considered severable, and, if any section, subsection, sentence, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

SECTION 4. CONFLICT. All ordinance or portions of ordinances in conflict with or inconsistent with this ordinance are hereby repealed to the extent of such inconsistency or conflict.

SECTION 5. CODIFICATION. Section 2 of this ordinance shall be codified in the Code of Ordinances for the City of Treasure Island, Florida. The codifier is authorized to renumber or reclassify such other provision of the Code of Ordinance to accomplish such intention. The codifier is also authorized to make editorial changes not affecting the substance of this Ordinance in the substitution of article, ordinance, section, paragraph, or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect on December 1, 2025.

FIRST READING and PUBLIC HEARING on the 21 day of October , 2025.

SECOND READING and PUBLIC HEARING on the 4 day of November , 2025.

PUBLISHED in the Tampa Bay Times on the __ day of _____, 2025.

The foregoing ordinance was offered during the meeting of the City Commission of the City of Treasure Island, FL, sitting on the 4th day of November, 2025 by Commissioner _____ who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING:

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Marie Kennedy, City Clerk

AGENDA ITEM NO. H.8

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: Bobbie Shay Lee, Administration

ITEM TYPE: Ordinances

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: First Reading of Ordinance 2025-33, Mandatory Lot Mowing Program (Commissioner Clark)

BACKGROUND:

Chapter 18, Section 18-37 of the Code of Ordinances of the City of Treasure Island currently prohibits unhealthful accumulations as public nuisances. The City Commission wishes to clarify and strengthen these provisions by explicitly specifying that grass growth in excess of ten (10) inches shall be deemed a public nuisance and/or a threat to health and/or public safety.

In addition, revisions to Section 18-38 establish detailed procedures for abatement, cost recovery, and appeal rights consistent with Chapter 162, Florida Statutes. The updates include:

- A defined grass height threshold of 10 inches.
- Clarified notice and compliance timeframes for property owners.
- Authorization for the City to abate violations after notice and to recover associated costs, administrative fees, and lien preparation expenses.
- Procedures for property owners to appeal violations or abatement costs to the City's Code Enforcement Board/Special Magistrate.
- Establishes an appeals process

These amendments improve enforceability, transparency, and alignment with state law, ensuring fair due process and effective nuisance abatement.

POLICY/PURPOSE:

To promote public health, safety, and welfare by specifying conditions constituting a nuisance and establishing clear procedures for enforcement, abatement, and cost recovery in accordance with Florida Statutes.

STRATEGIC PLAN RELEVANCE:

Goal 2: Maintain a safe community.

ANALYSIS/DISCUSSION:

Revisions to Section 18-38 establish detailed procedures for abatement, cost recovery, and appeal rights consistent with Chapter 162, Florida Statutes. The updates include:

- A defined grass height threshold of 10 inches.
- Clarified notice and compliance timeframes for property owners.
- Authorization for the City to abate violations after notice and to recover associated costs, administrative fees, and lien preparation expenses.
- Procedures for property owners to appeal violations or abatement costs to the City's Code Enforcement Board/Special Magistrate.

These amendments improve enforceability, transparency, and alignment with state law, ensuring fair due process and effective nuisance abatement.

FUNDING:

Administrative fees and cost recovery mechanisms will offset City expenses incurred for nuisance abatement and lien processing. No additional budget impact is anticipated.

MOTION:

Move to approve Ordinance No. 2025-33 on first reading and schedule the second reading and public hearing.

ATTACHMENTS:

Ordinance 2025-33 Lawn Maintenance.docx

ORDINANCE 2025-33

AN ORDINANCE OF THE CITY OF TREASURE ISLAND, FLORIDA, AMENDING CHAPTER 18, ARTICLE II OF THE CODE OF ORDINANCES OF THE CITY OF TREASURE ISLAND, FLORIDA, RELATING TO ABATEMENT OF NUISANCES; ADDING GRASS IN EXCESS OF TEN (10) INCHES AS A NUISANCE; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CODIFICATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 18, Section 18-37 of the Code of Ordinances of the City of Treasure Island ("Code"), Florida, prohibits unhealthful accumulations as public nuisances; and

WHEREAS, the City Commission of the City of Treasure Island wishes to specify that growth of grass in excess of ten (10) inches shall be deemed a public nuisance; and

WHEREAS, the City Commission finds that this Ordinance is in the best interests of the citizens of the City of Treasure Island, Florida.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF TREASURE ISLAND:

Section 1. The recitals set forth above are true and correct and adopted herein by reference as legislative findings by the City Commission of the City of Treasure Island, Florida, for the adoption of this Ordinance.

Section 2. Chapter 18, Article II of the Code of Ordinances of the City of Treasure Island, Florida, relating to Nuisances, is hereby amended and shall read as follows:

(Underlined terms are additions; ~~stricken~~ terms are deletions from the original text)

Sec. 18-37. - Unhealthful accumulations and excessive vegetation growth declared public nuisance.

(a) It shall be unlawful and shall constitute a public nuisance for any owner or occupant of property within the city to create, allow, permit, tolerate or maintain upon such property or within their premises, or the streets, public ways, rights-of-way or easements adjacent thereto, any pools of water or stagnant water or any building materials, refuse, rubble, trash, filth, waste, junk, motor vehicle bodies or parts or disabled boats or marine parts, or old lumber, or any excessive growth of weeds or other vegetation or any other rank or noxious plants, vegetation or matter, or grass in excess of ten (10) inches, or any other conditions or matter conducive to the breeding of mosquitos or to infestation by rats, rodents or other vermin, or the breeding, concealing or harboring of rats, rodents, snakes,

dangerous reptiles or animals, insects or vermin or anything which may cause disease, or affect the health of the inhabitants of the city, or anything that endangers, injures or impairs the public health and safety of the inhabitants of the city.

(b) It shall be the duty and responsibility of all owners or occupants of property within the city, whether improved or vacant, to take such steps as are necessary to prevent, keep down, cut, remove, drain, fill up or otherwise abate and remedy the aforesaid matters and things, prohibited acts, matter and conditions, and nuisances or similar unsanitary conditions in or upon their property or within their premises or the streets, rights-of-way, public ways or adjacent public easements.

Sec. 18-38. – Abatement.

(a) Whenever the city manager, his designee or any city code inspector shall find that any of the enumerated matters and things, conditions, nuisances or similar unsanitary conditions exist or have arisen or are being perpetrated, created, permitted, tolerated, maintained or allowed to arise, accumulate or exist in or upon any property or within any premises or the streets and public rights-of-way, easements and ways adjacent thereto within the city, he shall order that condition or nuisance immediately be abated by the owner or occupant of the property or premises. He shall give written notice to the owner and/or occupant of the premises or to such owner's and/or occupant's agent, at his last address as shown on the assessment roll or tax records or the voting records briefly stating the nature of the unsanitary condition, nuisance or violation of the terms and provisions of this article and requesting that they be remedied.

(b) If the written request required in subsection (a) of this section is not complied with within fourteen days from the date of notice, or within such additional time as may be specified in the notice, the city manager or other authorized official of the city shall cause the necessary work to be done to abate, remove or remedy such condition or nuisance or violation and to put such property or premises and the streets or public ways, rights-of-way or easements adjacent thereto in good sanitary condition and in compliance with the terms and provisions of this article and shall send to the owner or occupant, or to his agent a statement of the cost of the work; and if the cost is not paid to the city within ten days after mailing of such statement to the owner or occupant, or his agent, the cost of abating or remedying the condition or nuisance or violation, including the cost of mailing, clerical and filing or recording expenses, shall become a lien on such property or premises. The city clerk shall file notice of lien in the office of the clerk of the circuit court of the county. The lien shall continue in full force and effect until paid, and shall draw interest at the legal rate from the time of filing in the office of the clerk of the circuit court until paid in full; and the lien may be foreclosed and the property sold to satisfy the lien in

the same manner as other municipal liens against real property are enforced, foreclosed and collected according to law or as provided by law in suits to foreclose mortgages.

(c) If the City abates a public nuisance in accordance with Paragraph (b) above, in addition to the costs of such abatement, the owner shall pay the City an administrative fee in the amount of one hundred dollars ($100.00) and shall reimburse the City for the cost of preparing and recording a lien against the owner's property. An owner's failure to pay the invoiced costs incurred by the City, including the administrative fee and the cost of preparing and recording a lien against the owner's property, shall constitute a violation of this Article.

(d) The notice to the owner provided for in Paragraph (a) above shall advise the owner of the specific violations with which the owner is charged, setting out the location of the property on which the violation occurs, describing the nature of the violation and identifying the provisions of the City code violated; advise the owner that, within fourteen days from the date of notice, or within such additional time as may be specified in the notice, the owner must remedy the violation or authorize the City to remedy at the owner's expense; advise the owner what the estimated direct costs shall be for the City to remedy the violation; advise the owner that the charge to the owner for the City to remedy the violation shall include an administrative fee in the amount of one hundred dollars ($100.00); advise the owner that, if the owner takes no action and the City remedies the violation or if the owner authorizes the City to remedy the violation and fails to pay the charges within ten (10) days after the date of the billing invoice, such charges, along with the cost of preparing and recording a lien, shall become a lien against the property; and advise the owner that such failure to pay shall be deemed a violation of this Article.

(e) Any record owner may appeal to the City's Code Enforcement Board/Special Magistrate ("Code Board") under Ch. 162, F.S., by submitting a request in writing to the City Clerk identifying the property address, parcel ID, contact information, and issues. Pre-abatement: Within 10 days after notice under Sec. 18-38(a), the owner may appeal the existence of a violation under Sec. 18-37; a timely appeal stays the City's abatement under Sec. 18-38(b) pending the Code Board or Special Magistrate's order, except the City Manager may authorize summary abatement upon a written finding of an imminent threat to health, safety, or welfare. Post-abatement: Within 15 days after an invoice under Sec. 18-38(b) The owner may appeal the existence of the violation (if no pre-abatement appeal occurred) and/or the necessity, scope, accuracy, or reasonableness of abatement costs or the administrative fee; a timely appeal stays lien recordation, and interest accrues as provided by law. The City shall provide at least 10 days' hearing notice by first-class mail to the owner's address on the property appraiser's roll and by posting, consistent with s. 162.12, F.S. Hearings are conducted pursuant to Ch. 162, F.S.

Section 3. All ordinances in conflict herewith are repealed to the extent necessary to give this ordinance full force and effect.

Section 4. Should any section, paragraph, clause, sentence, item, word or provision of this Ordinance be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part hereof, not so declared to be invalid.

Section 5. It is the intent of the City Commission that the provisions of this Ordinance shall become codified and made a part of the Code of Ordinances of the City of Treasure Island, Florida, and the sections cited in this Ordinance may be renumbered, reformatted or re-lettered to accomplish such intention.

Section 6. This Ordinance shall become effective immediately upon its passage.

INTRODUCED AND PASSED on first reading at the regular meeting of the City Commission of the City of Treasure Island, Florida, held this ____ day of _____ 2025.

PASSED AND ADOPTED on second reading at the regular meeting of the City Commission of the City of Treasure Island, Florida, held this ____ day of _____ 2025.

CITY OF TREASURE ISLAND, FLORIDA

_____
John Doctor, Mayor

Attest:

_____
Lisa-Marie V. Kennedy, Clerk

Approved as to Form:

_____
Gavin Rollins, City Attorney

AGENDA ITEM NO. H.9

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 4, 2025
SUBMITTED BY:	Maryellen Edwards, Community Development
ITEM TYPE:	Ordinances
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Extension of Emergency Ordinance 2025-23, Repealing Certain Sections of Chapter 69 and 76

BACKGROUND:

On September 26, 2024, Hurricane Helene caused widespread flooding and damage to properties throughout the City.

Existing seawalls are failing, ground floors of nearly every property were impacted, and compliance with the Terrain Modification Manual has delayed permit approvals.

POLICY/PURPOSE:	Provide exemptions for single-family homes and seawall construction from the Terrain Modification requirements
STRATEGIC PLAN RELEVANCE:	Bold Action 1: Perform a review of local ordinances and Land Development Regulations

ANALYSIS/DISCUSSION:

This 60-day emergency ordinance was originally approved by the City Commission on September 18, 2025 to provide emergency relief to support recovery efforts and expedite permitting for single-family homes, seawalls, docks, and related structures. Staff finds that an emergency still exists concerning properties with that are rebuilding homes and seawalls and is recommending a 60-day extension to allow time to finalize a revised drainage plan and associated updates to the Land Development Regulations. This extension will become effective on November 18, 2025.

FUNDING:	N/A

MOTION: Move to approve a 60-day extension to Emergency Ordinance 2025-23.

ATTACHMENTS:
Ordinance_2025-23 2.docx

ORDINANCE 2025-23

AN EMERGENCY ORDINANCE IN ACCORDANCE WITH SECTION 3.10 OF THE CITY CHARTER REPEALING CERTAIN SECTIONS OF CHAPTER 69 "MARINE STRUCTURES AND COMMERCIAL FISHING" AND CHAPTER 76 "STORMWATER" AND PROVIDING EMERGENCY RELIEF FROM TERRAIN MODIFICATION MANUAL REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 69 ("Marine Structures and Commercial Fishing") and 76 ("Stormwater") of the City Code of Ordinances regulate construction near waterways, stormwater management, and related improvements; and

WHEREAS, on September 26, 2024, Hurricane Helene caused widespread flooding and damage to properties throughout the City; and

WHEREAS, existing seawalls are failing, ground floors of nearly every property were impacted, and compliance with the Terrain Modification Manual has delayed permit approvals; and

WHEREAS, the City desires to provide emergency relief to support recovery efforts and expedite permitting for single-family homes, seawalls, docks, and related structures; and

WHEREAS, the City Commission finds that an emergency exists concerning use of properties with seawalls, where only 1 of 13 applications for homes with seawalls has been approved, only 1 out of 30 permit applications for Single Family Homes issued, and only 1 in 9 permit applications for elevated structures issued; and

WHEREAS, the City Commission finds that adoption of this Ordinance is necessary for the immediate preservation of public peace, health, safety, and welfare.

NOW, THEREFORE, THE CITY OF TREASURE ISLAND, FLORIDA DOES ORDAIN:

SECTION 1. Legislative Findings. The recitals set forth above are ratified and adopted as legislative findings of the City Commission.

SECTION 2. Code Amendment
To provide emergency relief from Terrain Modification Manual Requirements:

(1) Sections 69-32, 69-51, 69-77, and 76-35 of the Code of Ordinances are amended as reflected below.

(2) Appendix B – Terrain Modification Manual, Sections 5.0 (“Terrain Modification – Single-Family and 2-Family Dwellings”) and 8.0 (“Terrain Modification – Coastal Erosion Structures”) are hereby repealed.
(3) All remaining provisions of Appendix B shall remain in full force and effect.

Sec. 69-32 Definitions.

The following words, terms and phrases when used in this article shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Boat means any manmade item which floats and is designed to be propelled by oars, paddles, sail, motorized power or by any other means. Proof of title along with registration as a vessel in accordance with F.S. ch. 327 and 328 shall be required. Personal watercraft are exempted from consideration as a boat as defined herein.

Boat lift means a device for lifting boats out of the water for storage over the water. Boat lifts shall be inclusive of all four post lifts and service catwalks, but exclusive of davits where the davit base is not within the waters of the city.

Building means any structure used or intended for supporting or sheltering any use or occupancy.

Cap means the top of a seawall which is usually formed and poured with concrete and rebar.

Catwalk means a narrow dock with a minimum width of 24 inches and a maximum width of 36 inches.

Coastal Armoring means manmade structures designed to either prevent erosion of the upland property or protect eligible structures from the effects of coastal wave and current action. Examples include seawalls, revetments, geotextiles, dune scour protection or other similar structures.

Coastal Construction Control Line means the line established by the state pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Commercial dock means any dock which will be used in connection with or owned by a hotel, motel, restaurant, social or fraternal club or organization or commercial enterprise of any type whatsoever.

Construction means completely new work, repairs, replacements and extensions to existing structures, except that it shall not include the repair or replacement of decking, stringers, railings, lower landings or the patching or reinforcing of existing pilings on a private, commercial or multi-use private dock for which a permit was originally issued.

Crest means the highest portion of a shoreline feature.

Dock means any structure, otherwise known as a pier, wharf or loading platform which is constructed on piling over open water or which is supported by floatation on the water.

*Dock, adjacent to an inside corner lot m*eans a dock located on a property immediately adjacent to an inside corner lot as depicted in Section 69-71 in Exhibit A – Lots 1 and 4. Generally adjacent to an inside corner lot docks occur in Isle of Capri.

Dock, inside corner lot means a dock located on a lot at the inside corner of a canal, where the property lines of the abutting properties at the waterfront, if extended into the water would meet at an angle of approximately 90 degrees as depicted in Section 69-71 in Exhibit A – Lot No. 3. Generally inside corner lot docks occur in Isle of Capri.

Dock, pie shaped corner lot means a dock located on a lot, where the property lines, if extended into the water would meet at a point within 200 feet of the waterfront property line as depicted in Section 69-71, Exhibit B1 and B2.

Floating boat lift means a boat lift that floats at all times in the water.

Fill means material including but not limited to soil, gravel, or crushed stone that is placed in an area to increase ground elevations (see *Structural Fill)* [Also defined in ASCE 24, Section 1.2.].

Finished grade means the finished elevation of a site after all fill, land balancing or site preparations have been completed. The finished elevation shall be inclusive of all grasses, landscaping, decks, slabs or other ground coverings.

Floating dock means any dock supported by flotation devices and influenced by the daily ebb and flow of the tide. Incidental movement or the capability of movement upon water shall not preclude a structure from classification as a floating dock. Registration of the structure as a vessel in accordance with F.S. ch. 327 shall not preclude a structure from classification as a floating dock. This definition shall not apply to a floating boat lift or floating vessel platform permitted by the Florida Department of Environmental Protection pursuant to chapter 403, Florida Statutes.

Floating vessel platform means a structure that floats at all times in the water and is used solely for the purpose of supporting a vessel so that the vessel is out of the water when not in use.

Living shorelines means a suite of shoreline protection techniques that incorporate habitat restoration alone or in combination with some type of built infrastructure to provide coastal protective services. Living shorelines use native vegetation alone or in conjunction with low sills, encompassing riprap, oyster bag arrays, in front of low elevation Seawalls or Bulkheads to stabilize the shoreline.

Mean high water means the average height of the high waters over a 19-year period; or for shorter periods of observations, the average height of the high waters after corrections are applied to eliminate known variations and to reduce the results to the equivalent of a mean 19-year value as defined in state statues.

Multi-use private dock means any dock owned in common or used jointly by the residents of an apartment house (more than two units), condominium or cooperative apartment.

Natural disaster means an act of God, including but not limited to hurricane, lightening, storm tornado, flood, severe wave action.

Natural grade means the grade unaffected by construction techniques such as fill, landscaping or berming.

*Nonstructural fill m*eans *fill* that does not serve to support or protect a structure. This may include but not be limited to fill used below parking slabs, decks and patios.

Permanent mooring means the docking of a boat for in excess of 72 hours in any seven-day period. Any extension to this time period may be granted for extenuating circumstances by approval of the city manager.

Personal watercraft means any inboard powered vessel less than 16 feet in length which is propelled by a jet drive. It is designed to carry from one to three persons, and be operated by a person sitting, standing, or kneeling on the vessel, rather than the conventional manner of sitting or standing inside the vessel. Its use is subject to all local, state and federal regulations governing the operation of powerboats of similar size.

Private dock dwelling, single-family means any dock which will be used by an individual owner, his family and friends, or means any single structure dock facility which provides dockage for a duplex type residential unit. This definition is not to include docks servicing zero lot line attached units. A private dock shall not be used for the production of income.

Repair, Dock means replacing ~~of~~ less than:

(1) 50 percent of the piling or support system of a dock or lift~~;~~

Repair, Seawall means any repair to a seawall that is not a *Seawall Major Repair.*

Repair, Seawall Major means a repair utilizing new seawall panels for more than fifty percent (50%) of the length of the property's shoreline.

Replacement, Dock means replacing more than:

(1) 50 percent or more of the pilings or support system of a dock or lift;

Seawall means a vertical or near-vertical, substantially impermeable structure typically made of concrete, vinyl or steel, that provides shoreline protection from waves while retaining upland soils. ~~The elevation of the top of a seawall must comply with the Terrain Modification Manual to ensure protection of adjacent property, public right-of-way or other public infrastructure from flooding associated with currently realized and expected future sea level rise.~~ This definition specifically excludes upland retaining walls.

Seawall line means that line established by the city under authority of its charter.

Service catwalk means a structure on pilings over open water similar to a dock. The service catwalk shall be a minimum of two feet wide, a maximum of three feet wide and used solely in conjunction with a boat lift for servicing the boat and lift. This structure shall the considered part of the boat lift.

Structure means that which is built or constructed.

Structural fill means fill placed and compacted to a specified density to provide structural support or protection to a structure. [Also defined in ASCE 24, Section 1.2.].

Tiepoles shall include dolphins or mooring poles which are placed to provide anchorage, mooring or space for a ship or boat.

Work means any project, activity, alteration, construction, maintenance, repair, placement or replacement of or with respect to any dock, dock related structure, or floating dock.

Sec. 69-51. Application.

(a) It shall be unlawful to construct, alter, repair, remove or demolish any seawall, dock, or boat lift within the city until application for a permit therefor has been filed, payment of prescribed fees has been made, and a permit for such work has been obtained pursuant to these regulations.(1) Replacement of deck boards, only, shall not require the issuance of a permit from the city. All deck boards shall meet the minimum construction criteria as required by Pinellas County and any applicable manufacturer product specifications.

(b) Application for permits shall be submitted to the building department, together with detailed plans and specifications for such structure, together with such other information, plans and structural drawings as may be reasonably required by the building official. Any project which could change tidal circulation patterns shall provide hydrographic information sufficient to allow an accurate evaluation of the potential impacts.

(c) Such applications shall be sworn to by the applicant, reciting the full name, residence or business address of the owner, the address or location of the premises upon which the structure is to be erected, altered or removed, the cost of the proposed work, and the name and address of the contractor or other person or firm authorized by the owner to perform the contemplated work. All typical plans and specifications for seawalls, docks or boat lifts shall be approved by the building official.

(d) The overall permitting process will be subject to the current Florida Building Code and will be coordinated with the Pinellas County Water and Navigation Regulations.

(e) Applications for seawalls, seawall repairs, and living shorelines shall be submitted with detailed plans and specifications, be signed and sealed by a Professional Engineer registered in the State of Florida.~~, and include all information required of the city's Terrain Modification Manual located in Appendix B.~~

Sec. 69-74. Seawall and Living Shoreline Construction.

Any deviation from the following regulations shall be submitted to the building department. The building department shall require the signature and seal of a professional engineer currently registered in the state upon the plans.

(a) Seawalls shall meet the following requirements:

All seawalls constructed, improved, modified, repaired, rehabilitated, or altered, projected or prolonged on or adjacent to waters subject to tidal action shall be in compliance with the following minimum standards. The penetration of each seawall panel or pile into firm ground shall be equal to 0.67 times the height of the wall above the ground line, or 0.4 times the total length of the panel or pile, whichever is greater:

At the seawall property line the finished grade running parallel to the seawall must be the same as the seawall cap. Finished grades may be sloped or terraced upward from the seawall property line to the rear waterfront setback line, but must include provision to avoid drainage to adjacent property that is lower than the grade line being installed.

Seawall panels shall meet the following requirements:

(1) *Concrete seawalls.*

a. Concrete seawalls panels shall be pre-cast off-site, cast on-site, or poured-in-place utilizing the tongue and groove, or other approved method of sheet pile-type construction.

b. The concrete shall have a minimum 28-day compressive strength of 4,000 psi and shall utilize Type II Portland cement with ultra-fine fly ash or slag cement.

c. The concrete sheet piling shall have a minimum thickness of 5⅝ inches and contain vertical steel reinforcement equivalent in cross-sectional area to one #4 deformed reinforcing bar spaced at eight inches on center. Each slab shall have two #4 steel hairpins extending into the cap at minimum of three inches.

d. All reinforcing steel shall be covered with a minimum of three-inches of concrete.

e. In no case shall the seawall panel be of shorter length than eight feet.

(2) *Aluminum seawalls.*

a. Aluminum seawalls shall not have an exposed height of more than five feet.

b. Sheet piles shall be fabricated from aluminum alloy 6061-T6, conforming to ASTM designation B209 alloy 6061 for chemical composition, having a minimum thickness of 0.125 inches and minimum tensile strength of 35,500 PSI. Corrugations shall have nominal nine-inch pitch and nominal 2½-inch depth.

c. In no case shall the total sheet be less than six feet in length. Where sheet lengths required are more than 8.5 feet, and when soil conditions, surcharges and other factors exceed the scope of these standard specifications, a special design shall be submitted, signed and sealed by a state registered engineer.

d. The minimum standards described above assume sandy soil with an angle of repose of 30 degrees for soil against the wall. They also assume that the environment is not highly alkaline or acidic. If conditions require a design in excess of limitations specified in this subsection, the wall shall be of concrete construction in accordance with subsection (a)(1) of this section.

e. If the aluminum material is brought in contact with mortar or concrete, a coating of clear methacrylate lacquer shall be applied to the aluminum contact surface to prevent corrosion. There shall be no dissimilar metals or metal systems bonded to the wall.

(3) *Vinyl Seawalls*

a. Vinyl sheet piles shall be manufactured from rigid, high impact, UV stabilized polyvinyl chloride (PVC) with a minimum tensile strength of 6,300 psi (ASTM D-638), a minimum Initial Elastic Modulus of 380,000 psi (ASTM D-638), and a maximum allowable bending stress of 3,200 psi. Vinyl sheet piles shall meet the requirements of US Army Corp of Engineers Engineer Manual (EM) No. 1110-2-2502.

b. The sheeting shall have an external layer of virgin material with a minimum ASTM D4216 cell classification of 1-42443-33.

c. Each section of sheet piling shall interlock an adjacent sheet when installed.

d. Vinyl profile to be selected by a Professional Engineer registered in the State of Florida.

(4) *Fiber Reinforced Polymer (FRP) Seawalls*

a. FRP composite sheet pile shall be pultruded.

b. The resin for the FRP sheet pile shall be either polyester or vinyl ester. Resin shall contain U.V. stabilizers to provide sufficient resistance to ultra violet light degradation.

c. The glass fiber shall be in the form of continuous roving, woven roving or stitched fabrics, and surface matting.

d. Each section of sheet piling shall interlock an adjacent sheet when installed.

e. FRP profile to be selected by a Professional Engineer registered in the State of Florida.

(b) Seawall caps shall meet the following requirements:

(1) The poured-in-place concrete cap shall not be less than 9½ inches in thickness, nor less than 16 inches in width.

(2) The concrete shall have a minimum 28-day compressive strength of 4,000 psi and shall utilize Type II Portland cement with ultra-fine fly ash or slag cement.

(3) The cap shall contain continuous horizontal steel reinforcement equivalent in cross-sectional area to four #4 deformed reinforcing bars. All splices shall be lapped not less than 40 diameters; provided, however, that the steel shall not be continuous through expansion joints. Expansion joints shall normally be provided every 40 feet.

(4) Exclusion of a seawall cap will require City approval to ensure compatibility with adjacent properties and structural suitability.

(c) Seawall anchoring systems shall meet the following requirements:

(1) All tieback rods shall be steel and have a cross-sectional area equal to or greater than a #8 reinforcing bar. All such rods shall be spaced not more than ten feet on center and shall have two or more coats of an approved protection material or treated by a hot dipped galvanized process. The length of all tie rods shall be equal to or greater than two times the height of the seawall slab projecting above the ground line. In no case shall the tie rods be of shorter length than 12 feet.

(2) All anchors shall be poured-in-place concrete, containing not less than nine cubic feet of concrete and have not less than 4.5 square feet of vertical surface perpendicular to the alignment of the tie rod. Each anchor shall contain vertical and horizontal steel reinforcement equivalent in cross-sectional area to two #4 deformed reinforcing bars per square foot, in each direction.

(3) The use of properly-sized driven earth anchors will be permitted.

(d) All steel reinforcement shall conform to the requirements of ASTM A615, Grade 60.

(e) Preformed joint filler material for expansion joints shall meet the requirements of ASTM D1751 or ASTM D1752, Type I, Type II, or Type III.

(f) Perforated PVC pipe for weep hole drainage shall be schedule 40 with a 0.020” slot width and shall incorporate geotextile fabric. The perforated PVC pipe must extend a minimum of one-foot into the native soil beyond the back-face of the existing wall.

(g) When constructing new seawall in front of existing seawall, flowable fill shall be placed between the new and existing walls. Alternative non-compressible materials may be utilized subject to the review and approval of the City Engineer based upon the suitability of the proposed material and installation methods.

(h) Living shorelines shall meet the following requirements:

(1) Living shorelines shall meet County, Federal and State permitting guidelines.

~~(2) The living shoreline shall meet the elevation requirements outlined within the city’s Terrain Modification Manual located in Appendix B.~~

(3) Seawalls or other coastal structures may supplement living shorelines.

(4) Living shorelines shall not encroach upon adjacent parcels and shall not impact the navigability of the adjacent water body.

Sec. 69-77. Supplemental criteria.

(a) The Standard Specifications of the Florida State Road Department for Road and Bridge Construction dated edition of 2023, or latest revision or superseded publication shall govern covering materials and workmanship where applicable.

(b) No tiebacks shall be cut or removed in connection with the construction of other facilities, or otherwise, without making provisions in some manner to secure the stability of the installation; and such plans shall be approved by the building inspector prior to the cutting or removing of any tiebacks.

(c) It shall be the Professional Engineer's responsibility to confirm that the material requirements set forth in 69-74 are suitable for the specific site. Nothing in this Chapter shall be construed to alleviate the need for location-specific structural evaluation.

(d) Seawall design shall account for surcharged loads where present.

(e) Seawall cap and living shoreline top of structure sh~~all comply with the requirements of the city's Terrain Modification Manual located in Appendix B~~ shall be equal to, or greater than, elevation five feet NAVD 88 where site conditions reasonably allow. In cases where a seawall cannot be constructed to a five-foot elevation, the property owner shall submit written certification from a licensed professional engineer or architect demonstrating the specific conditions that prevent compliance prior to permit issuance.

(f) Seawall cap elevations shall support positive site runoff over the cap. The landward face of the seawall cap shall not be visible or exposed. Finished grades shall be equal to the seawall cap elevations along the landward face.

(g) The seawall cap elevation shall be set below the lowest floor, as defined within Chapter 66, or base floor, ~~as defined within Appendix B,~~ elevation.

(h) Replacement seawalls can be placed no further than one foot in front of the face of an existing seawall. Construction for living shorelines may exceed this limitation as approved by the city and other jurisdictional agencies including Pinellas County, the Southwest Florida Water Management District and Army Corps of Engineers.

Sec. 76-35. Exemptions.

The following activities shall be exempt from the requirements of this Chapter. Regardless of whether a development or redevelopment activity is exempt from the requirements of this Chapter, no activity shall result in adverse impacts, the routing of stormwater runoff to adjacent properties or a change to surface drainage patterns to the

detriment of neighboring properties. Furthermore, all roof drains and / or downspouts shall not be directly connected to stormwater conveyance systems if the opportunity to route the discharge over a pervious surface is present. No activities shall be exempt from the requirements of Section 76-43, Erosion and Sediment Control.

(1) Development or redevelopment of less than 3,000 square feet of impervious and semi-impervious surface. The cumulative development / redevelopment area and activity will be tracked based upon the project or parcel. The applicant will only be allowed to apply this threshold to a cumulative construction area not exceeding 3,000 square feet. For purposes of this exemption, gravel or shell, uncompacted and not subject to vehicular use, is not included in determining the area of impervious and semi-impervious surface.

(2) Renovations to the exterior surfaces of existing buildings such as roofs or facades.

(3) Resurfacing or rehabilitation of existing paved roadways including the removal and reconstruction of curbing to meet minimum longitudinal slope requirements.

(4) Restriping or repaving an existing paved parking lot or vehicle use area provided that the work does not change pre-improvement elevations or drainage patterns.

(5) Grading of existing unpaved roadways provided there are no substantive changes to the road surface elevations.

(6) The paving of unpaved roads provided that the number of travel lanes do not increase.

(7) Safety improvements along roadways including, but not limited to, shoulder stabilization, vegetation clearing, the addition of turn lanes, roadway widening in a manner that does not create additional traffic lanes, and other work required to meet safety standards.

(8) Construction of impervious surfaces associated with public safety and recreational improvements that are not subject to vehicular use such as sidewalks, shared use paths and other pedestrian facilities. Pedestrian facilities shall be maximum of 8-feet in width and shared use paths shall have a maximum width of 14’. The paths are not intended for use by motorized vehicles powered by internal combustion engines or electric-powered roadway vehicles, except when needed for maintenance or emergency purposes.

(9) Regrading, contouring or altering pervious or semi-pervious recreational lands in a manner that does not change the land use.

(10) Any activity strictly related to maintenance and repair of existing facilities.

(11) Temporary housing and associated facilities installed after a natural disaster.

(12) Any project that is part of a larger common plan of development provide said that development has been approved by the city.

(13) The installation and/or repair of docks, piers and boat ramps.

(14) The repair or replacement of existing stormwater pipes and culverts provided that equivalent hydraulic capacity is provided and existing inverts are not changed.

(15) The repair or replacement of existing stormwater structures.

(16) Detached one-and two-family dwellings not part of a larger plan of development. The following will be required for this type of development:

a. Lot grading shall maintain historical flow paths and prevent the accumulation of water or excessive runoff onto adjacent parcels.

b. Perimeter swales shall be used so as to not exceed the pre-improvement rate of stormwater discharge.

1. Perimeter swales shall be sized based upon a 10-year return frequency. At a minimum, swales shall be 6” deep.

2. The owner shall ensure that there is not the accumulation of vegetation, debris or sediment to interfere with the free flow of water or function of the swale. The owner of such properties must clear and remove the obstruction(s) to permit the swale to function as intended.

c. A drainage plan, signed and sealed by a Florida-registered professional engineer, shall be provided with the permit application. ~~Provide information required in Section 76-37.~~

(17) The replacement or installation of coastal erosion structures such as seawalls or retaining walls. The following will be required for this type of development:

a. A drainage plan, signed and sealed by a Florida-registered professional engineer, shall be provided with the permit application. ~~Provide information required in Section 76-37.~~

(18) The demolition of an existing structure. A drainage plan, signed and sealed by a Florida-registered professional engineer, shall be provided with the permit application. ~~Provide information required in Section 76-37.~~

SECTION 3. Severability. If any provision of this Ordinance is held invalid, the remainder shall not be affected.

SECTION 4. Conflict. All ordinances or portions thereof in conflict with this Ordinance are hereby repealed to the extent of the conflict.

SECTION 5. Codification. Sections of this Ordinance shall be codified in the Code of Ordinances. The codifier may make editorial changes necessary to effectuate codification without altering substantive intent.

SECTION 6. Effective Date. This emergency ordinance shall take effect immediately upon adoption

PUBLIC HEARING and ADOPTION on this ____ day of _____, 2025.

The foregoing ordinance was offered during a meeting of the City Commission by

Commissioner _____, seconded by Commissioner _____, and upon roll call vote:

YEAS:
NAYS:
ABSENT OR ABSTAINING:

_____

John Doctor, Mayor

ATTEST:

_____

Lisa Marie Kennedy, City Clerk

_____

Anthony Sabatini, City Attorney

AGENDA ITEM NO. H.10

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 4, 2025
SUBMITTED BY:	David Green, Finance
ITEM TYPE:	Contracts
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Non-Exclusive License Agreement with Two Mermaids Beach Resort for Parking Access
BACKGROUND:	In May 2022 the City executed an agreement with the owner of the business at 10200 Gulf Blvd. for the licensing of 8 parking spaces within the City's right-of-way on 102nd Avenue West. The term of the agreement was 3 years. The agreement expired but the business owner would like to execute a new agreement and continue using the parking spaces for guest parking.
POLICY/PURPOSE:	The licensing of any City property for non-exclusive use requires the review and approval of the City Commission prior to execution.
STRATEGIC PLAN RELEVANCE:	This item would serve Goal 2 (Maximize the utilization of the City's resources) by ensuring the City is providing this vital service to a local business within the City at a fair rate.
ANALYSIS/DISCUSSION:	The prior and proposed agreements are both for the licensing of 8 parking spaces within the City's right-of-way on 102nd Avenue West. The previous agreement licensed each space at $600 annually, or $4,800 annually for the 8 spaces, with a maximum 5% yearly inflator. Due to the premium location of the right-of-way, the new agreement resets the rate to $1000 annually per space for an annual total of $8000. Staff believes the new initial rate of $1000 per space with the same 5% annual inflator, as previously implemented, is a fair option for both the City and the licensee. Because this agreement is based upon providing access,

rather than actual utilization, the licensee is required to make their monthly payments, regardless of actual space utilization.

The agreement permits the licensee use of the spaces for the sole purpose of guest parking. Licensee is not authorized to rent the parking spaces on an hourly, daily, or other basis at any time. Violation of this condition will result in immediate termination of the license.

The City may terminate the license at any time, for any reason, upon 5 calendar days' written notice to the licensee.

FUNDING: The revenues generated from these monthly billings are deposited into the Contractual Parking revenue in the General Fund (001-344530).

MOTION: I move to approve the 3-year license agreement between the City of Treasure Island and Two Mermaids Beach Resort, LLC located at 10200 Gulf Boulevard for the use of eight (8) parking spaces in the City's right-of-way at 102nd Avenue West.

ATTACHMENTS:
Parking Agreement - Two Mermaids 2026.pdf

Non-Exclusive License Agreement
Between
City of Treasure Island, FL and Two Mermaids Beach Resort, LLC

This Non-Exclusive License Agreement (hereinafter the "License") by and between the City of Treasure Island, Florida, a municipal corporation (hereinafter the "City"), and Two Mermaids Beach Resort, LLC, a Florida limited liability company with its principal address at 10200 Gulf Boulevard, Treasure Island, FL 33706 (hereinafter the "Licensee"), (collectively referred to as the "Parties"), is made and entered into on this_____ day of _____ 2025.

WITNESSETH

WHEREAS, 102nd Avenue West is used as a parking and public access of ingress and egress to the public beach (hereinafter "Right-of-Way"); and

WHEREAS, the Licensee is the owner of the real property adjacent to the Right-of-Way at 10200 Gulf Boulevard; and

WHEREAS, Licensee does not have any parking for its guests and public visiting its property; and

WHEREAS, Licensee has requested that the City provide it a license to use a portion of the Right-of-Way as eight (8) parking spaces for its guests, and that portion is designated on Exhibit A attached to this License and incorporated by reference ("Permitted Use Area"); and

WHEREAS, the Parties accordingly entered into a Non-Exclusive License Agreement on May 24, 2022, whereby the City granted a license to Licensee for the limited purpose of guest parking; and

WHEREAS, said agreement was for a three-year term; and

WHEREAS, the Parties desire to enter into a new license for the use of the Permitted Use Area for guest parking, subject to all of the requirements set forth in this License; and

WHEREAS, the City has determined that the Licensee's use of the Permitted Use Area will not unreasonably interfere with pedestrian access to the beach, public parking, or the public's general use of the Right-of-Way; and

WHEREAS, the City has determined that there continues to be a public benefit by granting this License to the Licensee for the limited purposes set forth below; and

WHEREAS, the City desires to provide safe parking for all of its property owners, residents and visitors; and

WHEREAS, there is a need for limitations and standards on any License to ensure the safety and welfare of the general public utilizing City-owned property; and

WHEREAS, the Licensee, by executing the acknowledgement of this License, consents to and agrees to be bound by all conditions of the granting of this License;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants contained in this License, the City grants the Licensee the License for the Permitted Use Area conditioned on the Licensee's compliance with limitations as set forth in this License:

1. **Recitals Acknowledged.** The foregoing recitals are true and correct and are incorporated herein by reference.
2. **License Components.** This License, including any attached endorsements and exhibit(s), constitutes the entire License granted by the City to the Licensee, and may not be changed, modified, discharged or extended except by written endorsement duly executed on behalf of the City and Licensee. The Licensee agrees that no representations or warranties are binding on the City unless expressed in writing and included in this License.
3. **Endorsement Obligations.** The Licensee agrees to be bound by and to comply with the provisions of all endorsements enumerated in and attached to this License, as may be from time to time included, amended or modified by the City.
4. **Purpose, Scope, Uses.** The principal purpose of the City granting the privileges under this License is to accommodate the Licensee with parking for its guests and to generate revenue for the City. The Licensee is strictly limited to the following conditions:
    a. **Permitted Use Area and Permitted Uses.** The Licensee is permitted to utilize eight (8) parking spaces, shown in Exhibit A, for the sole purpose of guest parking. The parking spaces depicted in Exhibit A make up the entire Permitted Use Area. The parking spaces will be used to park vehicles in accordance with the City's Code of Ordinances, and state and federal laws. The Licensee agrees it will not allow any parking in the Permitted Use Area that obstructs the public's use of the remaining Right-of-Way. The Licensee is not authorized to rent the parking spaces on an hourly, daily, or other basis at any time. Violation of this condition will result in immediate termination of the License.
    b. **Litter and Debris.** The Licensee must not litter and must, at all times, keep the Permitted Use Area free and clean of trash and debris, and the Licensee will not allow any trash or debris generated from the Permitted Use Area to cause litter upon any of the adjacent City-owned property.
    c. **Tropical Storm or Hurricane Warning.** In the event of a tropical storm or hurricane warning issued for Pinellas County, the City may require the Licensee to remove any vehicles parked in the Permitted Use Area and cease any further parking of vehicles in the Permitted Use Area until the threat has passed.
    d. **Damage to Vehicles.** The City is not responsible for any damage to any vehicle parked in the Permitted Use Area, whether such damage is caused by other vehicles or persons utilizing the Permitted Use Area and surrounding areas.

e. **Items Left in Vehicles.** The City is not responsible for damage or loss to possessions or items left in vehicles parked on the Permitted Use Area or surrounding areas.

f. **Improvements.** Any improvement to the Permitted Use Area is strictly prohibited unless written permission is provided by the City Manager.

g. **No Unlawful Use.** The Licensee shall use the Permitted Use Area described in this License only for the purpose stated, and for no unlawful purposes whatsoever.

h. **Noise.** The Licensee must at all times assure that any users of the Permitted Use Area are in full compliance with all applicable City, County, or State noise ordinances and regulations.

i. **Signage.** The Licensee must not erect, construct or maintain any signage on the Permitted Use Area or other City-owned properties unless written approval is provided by the City Manager.

j. **Lighting.** The Licensee must not construct, erect or maintain, or allow any patron in the Permitted Used Area any lighting in violation of the City's lighting standards concerning the preservation and protection of turtles, or otherwise.

k. **Supervision and Personnel.** The Licensee shall assure that competent and experienced personnel are employed on the Permitted Use Area as needed, in order to assure that there is full compliance with all terms and limitations of this License.

5. **Fees, Payments and Term.** Licensee will pay to the City the sum of $1,000.00 per space per year. As stated above, the Permitted Use Area consists of eight (8) parking spaces identified in Exhibit A. The total compensation owed to the City is $8,000.00 per year. This license fee may be adjusted by the City from time to time not to exceed more than one increase per year with a 5% maximum per year. The term of the License is for a period of three (3) years, beginning on the effective date of this License, subject to the City's right to terminate. The Licensee will be required to obtain and pay annually for a current Business Tax Receipt from the City.

6. **No Waiver of Applicable Regulations.** Nothing in this License will be construed to exempt the Licensee from full compliance with all applicable laws and regulations. Prior to using the Permitted Use Area and throughout the term of this License, the Licensee agrees to obtain all necessary permits and to otherwise fully comply with all requirements of the City, Pinellas County and the State of Florida as may be required by law pertaining to the Licensee's use of the Permitted Use Area.

7. **Limitations of Interest.** The Licensee further agrees that the Licensee will not obtain any prescriptive rights, easements, or other legal or equitable interest in the Permitted Use Area by reason of the execution of this License, or by compliance with the terms of this License by the Licensee. Ownership of the Permitted Use

Area, as defined in this License, will at all times remain with the City and the Licensee must not do anything inconsistent with the City's ownership rights to the Permitted Use Area.

8. **Encumbrances.** The granting of this License does not vest in the Licensee any interest in the Permitted Use Area as defined in this License. The Licensee must not mortgage, encumber or lien the Permitted Use Area, and the Licensee must not cause or create any interests in real estate or any encumbrances upon the Permitted Use Area.

9. **Hold Harmless and Indemnity.** The Licensee must indemnify and hold harmless the City, its officers, agents and employees of the City from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees and costs arising out of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether concurring or contributory) of the Licensee, or the officers, agents, independent contractors, employees or invitees of the Licensee, arising out of or in connection with, directly or indirectly, the License, or in the use of the Permitted Use Area. Such obligation must not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the License. This indemnification provision will not be limited to the amount of insurance required by this License. This indemnification provision will survive five (5) years following the termination or expiration of this License. Nothing contained in this License will be construed as a waiver of any immunity from or limitation of liability the City may have under this doctrine of sovereign immunity or Section 768.28, Florida Statutes. The Licensee obligations under this Article do not include or extend to the liability of any City employee.

10. **Insurance.** Licensee agrees to maintain the insurance coverages defined below in accordance with the laws of the State of Florida. The amount of insurance required in this License may be amended from time to time by the City, upon reasonable notice to the Licensee. The City must be named as an additional insured in any comprehensive liability insurance policy required below, and those policies must contain a provision waiving all subrogation rights against the City. Licensee must deliver to the City, upon execution of this License and prior to beginning use of the Permitted Use Area, for each year thereafter during the term of this License, certified copies of the below policies or a certificate evidencing their existence. In the event a binder is delivered, it must be replaced within ten days by a certified copy of the policy. Each such copy or certificate must contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving ten days' written notice thereof to the City. Licensee must deliver to the City at least fifteen (15) calendar days prior to a policy's expiration date a renewal policy, except for any policy expiring on the expiration date of this License.

a. **Comprehensive General Liability Insurance.** Licensee further agrees to execute and deliver to the City at the time of acceptance and execution of this License a comprehensive liability insurance policy, including public liability and property

damage, acceptable to and approved by the City, covering the Permitted Use Area and the operations to be conducted on the Permitted Use Area including but not limited to, premises operations, products/completed operations, products liability, contractual liability, independent contractors, personal injury and advertising injury and $1,000,000 per occurrence and $1,000,000 general aggregate and $1,000,000 products/completed operation aggregate.

b. **Workman's Compensation Insurance.** Licensee must maintain adequate workman's compensation insurance if required by the State of Florida in the amounts as required by law for employees. The limits will be statutory for Worker's Compensation and $1,000,000 for Employer's Liability. If the Licensee does is not required to carry workman's compensation, then a waiver of workman's compensation insurance must be completed by the Licensee at the time this agreement is executed . The City of Treasure Island must be included on all Releases of Liability and Acknowledgements of Assumption of Risk .

11. **TERMINATION. THIS LICENSE IS SUBJECT TO, AND THE LICENSEE ACKNOWLEDGES THAT THIS LICENSE IS REVOCABLE AT WILL BY THE CITY, THAT IT IS SUBJECT TO BEING WITHDRAWN AND TERMINATED BY THE CITY AT ANY TIME, FOR ANY REASON, UPON FIVE (5) CALENDAR DAYS' WRITTEN NOTICE GIVEN TO THE LICENSEE AS PROVIDED FOR IN THIS LICENSE. THE CITY, IN ITS SOLE DISCRETION, WILL HAVE THE AUTHORITY TO DETERMINE WHETHER TO TERMINATE THIS LICENSE, AND THE LICENSEE AGREES THAT THE CITY'S DISCRETION IN ANY TERMINATION OF THIS LICENSE WILL NOT BE SUBJECT TO JUDICIAL REVIEW OR CHALLENGE, BUT WILL BE FINAL.**

12. **NON-RELIANCE. LICENSEE UNDERSTANDS AND AGREES THAT IT HAS NOT AND WILL NOT RELY UPON ANY GRANT OR PROMISE OF GRANT OF THIS LICENSE IN ANY MANNER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE EXPENDITURE OR INVESTMENT OF FUNDS.**

13. **Suspension of Activities.** This License is subject to immediate suspension for an indefinite period of time in the event of injury or accident related to allowable parking operations. The City, in its sole discretion, will have the authority to review such injury or accident incident and determine whether to remove the suspension or move to terminate the License.

14. **Notices.** Any notice or communication which the City may desire to give the Licensee is agreed to as sufficiently rendered or given if the notice is in writing and sent by personal delivery, or via certified mail, return receipt requested, addressed to: Two Mermaids Beach Resort, LLC, or any agent or employee at 10200 Gulf Boulevard, Treasure Island, FL 33706, or delivered to a Licensee's representative. The time of rendition of such notice or communication is the time when the notice is mailed or personally delivered. Any notice or communication which Licensee

may desire to give the City is agreed to as rendered or given if the notice is in writing and sent by certified mail, return receipt requested, addressed to: City Manager, City of Treasure Island, 10451 Gulf Boulevard, Treasure Island, FL 33706, and the time of rendition of such notice or communication is the time when the notice is mailed. Either party may provide a change of address notice, or the change of address notice is effective upon receipt.

15. **Public Records.** Licensee agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701, Florida Statutes. Documents which are considered public records under Florida law include, but are not limited to: records related to the entry, management and implementation of the License itself; emails/correspondence between the City and the Licensee related to the License; emails or correspondence from all other entities related to the License (i.e. suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and all vendor invoices. The Licensee agrees, to the extent required by law, to :

a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the License; and

b. Provide the public with access to the public records under the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided for by law; and

c. Ensure that the public records that are exempt or confidential, and exempt from public record disclosure requirements, are not disclosed, except as authorized by law; and

d. Meet all requirements for public records and transfer, at no cost, to the City, all public records in possession of the Licensee, upon termination or completion of the License and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the Licensee agrees that all records stored electronically will be provided to the City in a format that is compatible with the information technology systems of the City. The Licensee will promptly provide the City with a copy of any request to inspect or copy public records that Licensee receives with a copy of the Licensee's response to each request. The Licensee understands and agrees that failure to provide access to the public records will be a material breach of this License and grounds for termination.

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LICENSE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk, City of Treasure Island
10451 Gulf Boulevard, Treasure Island, FL 33706
Tel: (727) 547-4575
Fax: (727) 547-4582
cityclerk@mytreasureisland.org

16. **Miscellaneous Provisions.** Licensee further agrees to comply with and be bound by the following provisions :

a. **Successive Interest.** The rights and obligations of the Licensee pursuant to this License will inure to and are binding upon the Licensee, its successors, assigns, and legal representatives. The Licensee must not assign or sublet the License, in whole or part, without the express prior written permission of the City.

b. **"City".** Wherever used in this License, the term "City" will refer to the City Commission of the City of Treasure Island, Florida, either acting in whole or acting through its designated City Manager.

c. **Construction of License.** The Licensee agrees that in the event of any litigation concerning the construction of this License or the interpretation of any language used in this License, that this License and any of its provisions must be interpreted in favor of the City. No provisions in this License will be construed against the City by virtue of this License having been drafted by the City.

d. **Assignment.** The Licensee may not assign or transfer this License in whole or in part, without the express prior written permission of the City.

e. **Taxes.** In the event that as a result of this License the parcel, as shown on Exhibit A, is found to be subject to ad valorem or other tax assessment, then in such event the Licensee agrees to promptly pay when due, taking advantage of all early payment discounts, any and all taxes that shall be assessed, imposed, charged or collected.

f. **Entire Agreement.** This License embodies the entire agreement of the City and the Licensee. There are no promises, terms, conditions, or allegations other than those contained in this License, and this License supersedes all previous communications, representations and agreements, whether written or verbal, between the Parties. This License may be modified or revoked at any time, for any reason, by the City, by delivering a copy of any modifications or superseding agreement to the Licensee, at the Licensee's address provided in this License. The obligations in this License will survive the termination of this License. This License is governed by Florida laws and venue for purposes for any legal action lies in Pinellas County.

IN WITNESS WHEREOF, the City Commission of the City of Treasure Island, Florida, has executed this License effective the date first written above.

CITY OF TREASURE ISLAND, FLORIDA

By: _____

Charles Van Zant, City Manager

Attest:

_____

Lisa-Marie V. Kennedy, City Clerk

ACKNOWLEDGMENT OF CONDITIONS

Licensee accepts the grant of the License contained in this License, and agrees to be bound by all terms, conditions and limitations imposed upon the Licensee pursuant to the License.

WITNESSED:

By: _____

Printed Name: _____

Title: _____

Two Mermaids Beach Resort, LLC

_____

Printed Name:

_____

_____

Printed Name:

AGENDA ITEM NO. H.11

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: Mike Baker, Parks & Recreation

ITEM TYPE: For Consideration and Discussion

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: Approve City Manager's Purchase Authority to enter into a construction contract with Qualis General Contractors, LLC. for the construction of 6 pickleball courts at Rosselli Park.

BACKGROUND:

Parks and Recreation staff met with a resident in February 2024 to discuss opportunities for growing the sport of pickleball in Treasure Island. Staff relayed the idea of including funding in the FY25 budget to repurpose the two tennis courts at Rosselli Park into 6 dedicated pickleball courts. On January 7, 2025, City staff and members of the Treasure Island Pickleball Group met to review suggestions for the court design and construction. Staff prepared a draft Invitation to Bid (ITB) and presented it to the Pickleball Committee. *Exhibit B* includes the committee's formal approval response.

Following the hurricanes, the City was without a purchasing coordinator, and both the Finance Director and Assistant Finance Director had resigned. With guidance from the City Attorney, who temporarily acted as the purchasing coordinator, staff obtained Commission approval on May 6, 2025, to move forward with engineering design services by Kimley-Horn.

Staff provided Kimley-Horn with the Pickleball Committee's recommendations for incorporation into the design. However, design services were delayed due to a delay in receiving results from the subcontracted survey company. As a result, staff reallocated project funds to FY26, as completion would not occur within FY25.

An Invitation to Bid was posted on September 8, 2025, with bids due by October 13, 2025. A mandatory pre-bid meeting was held at Rosselli Park on September 19, 2025, with members of the Pickleball Committee participating both in person and by phone. Shortly after this meeting, the Committee suggested additional changes to the drawings Kimley-Horn had already produced based on the City's original input. Staff met again with Kimley-Horn to make minor adjustments to the fencing and gates based on this late feedback. The updated plans were then distributed to all contractors who attended the mandatory meeting to ensure they could complete their bids accordingly.

POLICY/PURPOSE: Commission approval is required to authorize the City Manager Purchase Authority of either option

A. Primary bid of $356,281.10 for cushioned court surface to Qualis General Contractors, LLC. for the Rosselli Park Pickleball Court Construction.

B. Alternate bid of $338,252.78 for regular court surface to Qualis General Contractors, LLC. for the Rosselli Park Pickleball Court Construction.

STRATEGIC PLAN RELEVANCE: **Community: Goal 1-**Create a vibrant, active, walkable, engaging, and thriving community that welcomes locals, families, visitors and tourist.

ANALYSIS/DISCUSSION: The City issued ITB 25-016 for the Rosselli Park Tennis Court Demolition and Pickleball Court Construction. At the October 13, 2025, Bid Opening, the City received 8 bids ranging in price from $338,252.78 to $777,397.93 (Exhibit A). The low bidder is Qualis General Contractors, LLC with the primary bid of $356,281.10 and 338,252.78 for alternate bid.

FUNDING: Funding is proposed through the approved FY2026 001-5722-63720 Capital Improvement Projects (CIP) budget for $300,000. If approved, a budget amendment will be brought back to the Commission for approval in December for the additional funds needed to cover the cost of the project.

MOTION: I move to approve and authorize the City Manager's Purchase Authority to Qualis General Contractors, LLC. in the amount of
Option A- $356,281.10 for construction of 6 pickleball courts at Rosselli Park.
Option B- $338,252.78 for construction of 6 pickleball courts at Rosselli Park.

ATTACHMENTS:
Exhibit A- Bid Tabulation.pdf
Bid Schedule.XLSX
Construction Contract Forms.pdf
2025.09.23 - Rosselli Park Plans Final.pdf
Exhibit B- TIPC Draft Revision of Rosselli RFP.docx

CITY OF TREASURE ISLAND

SOLICITATION NO. ITB 25-016

ROSSELLI PARK TENNIS COURT DEMOLITION and

PICKLEBALL COURT REPLACEMENT

BID OPENING: 10/13/2025, 2PM

BIDDER	BID AMOUNTS
Sport Surfaces, LLC	$ 470,470 alternate
Forma Construction, LLC	$ no primary bid 383,202.45 Alternate
Qualis General Contractors	$ 398,000 Primary base 338,252.78 alternate
C + T Contracting Services LLC	$ 356,281.10 Primary - base ~~600,700~~. 607,735.26 alternate
PJ Callaghan Company	$ 631,113.04 Primary base 693,328.11 alternate
Timm Group Stucco, Inc.	$ 777,397.93 Primary Base No alternate
Tampa Contracting Services	$ 608,102 Primary base 593,742 Primary base
Watts Group	$ 579,257 ~~Primary base~~ alternate $ No uploads - No submitted documents
	$
	$

CITY OF TREASURE ISLAND
ITB 25-016 Rosselli Park Pickleball Court Construction

Bid Schedule (BASE BID)

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total Amount
1	General Conditions & Mobilization	1	LS	$ 55,210.00	$ 55,210.00
2	Removal & Disposal of Existing Facilities etc.	1	LS	$ 23,820.00	$ 23,820.00
3	Installation & Maintenance of Tree Protection Fencing	865	LF	$ 5.50	$ 4,757.50
4	Rough & Fine Grading	1	LS	$ 34,210.00	$ 34,210.00
5	Installation of Concrete Sidewalk Connections	1,562	SF	$ 12.30	$ 19,212.60
6	Installation of Concrete Slab for Pickleball Courts	13,064	SF	$ 9.22	$ 120,450.08
7	Installation of Sportmaster ProCushion Premium Court Surfacing	13,064	SF	$ 3.58	$ 46,769.12
8	Installation of Douglas RD-36 Pickleball Posts	12	EA	$ 550.00	$ 6,600.00
9	Installation of Douglas PN-30 Pickleball Nets	6	EA	$ 500.00	$ 3,000.00
10	Installation of Vinyl Coated Chain Link Fence	770	LF	$ 46.34	$ 35,681.80
11	Installation of Vinyl Coated Chain Link Gates	6	EA	$ 750.00	$ 4,500.00
12	Installation and Maintenance of Erosion Control Devices	1	LS	$ 2,070.00	$ 2,070.00
13	Installation of Drainage Pipes & Yard Drains	1	LS	$ -	$ -
14	Permit Fees	1	LS	$ -	$ -
				Subtotal	$ 356,281.10
15	Contingency Allowance (maximum 10% of Subotal)	1	LS		$ -

GRAND TOTAL (BASE BID): $ 356,281.10

COMPANY NAME:

Qualis General Contractors, LLC.

FILLABLE CELLS

CITY OF TREASURE ISLAND
ITB 25-016 Rosselli Park Pickleball Court Construction

Bid Schedule (ALTERNATE)

Item No.	Description	Estimated Quantity	Unit	Unit Bid Price	Total Amount
1	General Conditions & Mobilization	1	LS	$ 55,210.00	$ 55,210.00
2	Removal & Disposal of Existing Facilities etc.	1	LS	$ 23,820.00	$ 23,820.00
3	Installation & Maintenance of Tree Protection Fencing	865	LF	$ 5.50	$ 4,757.50
4	Rough & Fine Grading	1	LS	$ 34,210.00	$ 34,210.00
5	Installation of Concrete Sidewalk Connections	1,562	SF	$ 12.30	$ 19,212.60
6	Installation of Concrete Slab for Pickleball Courts	13,064	SF	$ 9.22	$ 120,450.08
16	ALTERNATE: Non-Cushioned Court Surfacing	13,064	SF	$ 2.20	$ 28,740.80
8	Installation of Douglas RD-36 Pickleball Posts	12	EA	$ 550.00	$ 6,600.00
9	Installation of Douglas PN-30 Pickleball Nets	6	EA	$ 500.00	$ 3,000.00
10	Installation of Vinyl Coated Chain Link Fence	770	LF	$ 46.34	$ 35,681.80
11	Installation of Vinyl Coated Chain Link Gates	6	EA	$ 750.00	$ 4,500.00
12	Installation and Maintenance of Erosion Control Devices	1	LS	$ 2,070.00	$ 2,070.00
13	Installation of Drainage Pipes & Yard Drains	1	LS	$ -	$ -
14	Permit Fees	1	LS	$ -	$ -
				Subtotal	$ 338,252.78
15	Contingency Allowance (maximum 10% of Subotal)	1	LS		$ -

GRAND TOTAL (ALTERNATE): $ 338,252.78

COMPANY NAME:

FILLABLE CELLS

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is dated as of _____ day of _____in the year 2025 by and between the City of Treasure Island ("Owner") and _____, who is registered and licensed to do business in the State of Florida ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1—TERMS USED IN THIS AGREEMENT HAVE THE MEANINGS STATED IN THE GENERAL CONDITIONS AND THE SUPPLEMENTARY CONDITIONS. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as the furnishing, delivering, and installing all materials, equipment, incidentals and services, including labor, for the Work, which generally includes, but is not necessarily limited to the Project described below in Article 2.

ARTICLE 2—THE PROJECT

2.01 **THE PROJECT, OF WHICH THE WORK UNDER THE CONTRACT DOCUMENTS IS A PART, IS GENERALLY DESCRIBED AS FOLLOWS: ROSSELLI PARK TENNIS COURT DEMOLITION & PICKLEBALL COURT CONSTRUCTION**

2.02 All Work for the Project shall be constructed in accordance with the Drawings and Specifications prepared by KIMLEY-HORN.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Kimley-Horn ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Kimley-Horn.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work, including any alternate if elected by the Owner, will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after substantially complete.

B. Parts of the Work shall be substantially completed on or before the following Milestone date:

1. None

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4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer direct financial and other losses if the Work is not completed within the Contract Times and Milestones are not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner $**1,000** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $**1,000** for each day that expires after such time until the Work is completed and ready for final payment.

3. *Milestones*: Contractor shall pay the Owner a lump sum representing the balance of money from outside sources the Owner will forfeit if not expended within the timeframe provided in the Contract Documents. The Owner may use such amount owed as a set-off against payments owed to Contractor. These milestones are presented in Article 4.02.B above.

4. Liquidated damages for failing to timely attain Milestones, if any, Substantial Completion, and final completion are not additive and will not be imposed concurrently.

B. The Owner may deduct liquidated damages as described in this section from any unpaid amounts due to Contractor under this Contract.

C. These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay.

D. Any liquidated damages not deducted or set-off from any unpaid amounts due to Contractor shall be payable to the Owner, at the demand of the Owner, together with interest from the date of the demand at the maximum allowed interest rate.

4.04 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for

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Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

D. The Owner may deduct special damages as described in this section from any unpaid amounts due to Contractor under this Contract.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Base Bid Work, a lump sum of: $_____.

B. For Alternate Work, a lump sum of: $_____.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner may make progress payments on the basis of Contractor's Applications for Payment in accordance with section 218.735, Fla. Stat. ("Florida's Prompt Payment Act") and Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract. All retainage shall comply with section 255.078, Florida Statutes. All payments shall comply with section 218.735, Fla. Stat. ("Florida's Prompt Payment Act").

1. Prior to Substantial Completion, any progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

   a. **Ninety-Five** percent of Work completed (with the balance being retainage).

   b. **Ninety-Five** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Within 20 business days after developing a punch list of items to be completed or corrected prior to final payment, and after receipt of a proper invoice or payment request, the Owner shall pay Contractor the remaining balance , including any remaining retainage

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withheld by the Owner pursuant to section 255.078, Florida Statutes less an amount equal to 150 percent of the estimated cost to complete the items on the list.

3. Upon completion of all items on the punch list of items to be completed or corrected prior to final payment, Contractor may submit a payment request for all remaining retainage withheld by the Owner pursuant to section 255.078, Florida Statutes. If a good faith dispute exists as to whether one or more items identified on the list have been completed pursuant to the Contract, the Owner may continue to withhold an amount not to exceed 150 percent of the total costs to complete such items.

B. If Owner fails to develop a punch list of items to be completed or corrected prior to final payment, Contractor may submit a payment request for all remaining retainage withheld by Owner pursuant to section 255.078, Florida Statutes, and Owner must pay the contractor all remaining retainage previously withheld within 20 days after receipt of the payment request.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06. Contractor's acceptance of final payment from Owner shall constitute the Contractor's full waiver and release of the Owner.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
    a. Performance bond (together with power of attorney).
    b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Measurement and Project Details.
6. Drawings (not attached but incorporated by reference) bearing the following general title: **Plans Prepared for Rosselli Park Pickleball Courts**.
7. Attachments (numbers 1 to 9, inclusive).
7. Addenda (numbers 1 to **[number]**, inclusive).
8. Invitation to Bid 25-016.
9. Bidder Qualification Statement.
10. Instructions to Bidders.
11. Contractor's Bid.
12. Subcontractor list.
13. Trench Safety Form.

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14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto (samples of the forms are included):

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Permit Modifications and/or Amendments.

    e. Contractor's Affidavit.

    f. Warranty Bond, if any.

15. All applicable provisions of state and federal law, which are incorporated by reference and included as if attached to this Contract, and any Modification, including all Change Orders, duly delivered after execution of Contract.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents, including the Contract Time, Contract Price, scope, specification, and details of the Project may only be modified by written agreement of the Parties.

1. *Written Change Orders on the Project.* Notwithstanding anything contained in the Contract Documents to the contrary, Owner's Project Manager and Engineer may at any time, by written order, make changes within the scope of the Work to be performed by Contractor under the Contract Documents. However, no such written order shall serve to increase the Contract Price, the Contract Time, or give Contractor any Claim for any compensation in addition to the Contract Price. If any such change would cause an increase in the Contract Price or Contract Time whether or not requested by Owner or initiated by Contractor, such change shall only be authorized in writing and if approved by Owner's City Commission at a duly noticed public meeting. In the event any change would result in an increase in the Contract Price or Contract Time, Contractor shall notify Owner within seven (7) days in writing. The written notice shall state in all capital, bold letters that the change order would result in an increase in the Contract Price and/or Contract Time and shall include a statement outlining the reasons for the change, a complete description of the change, and detailed description of products to be purchased and any back-up detail and documentation supporting the request. Such notice must be submitted and approved by Owner's City Commission at a duly noticed public meeting prior to performing any work contemplated by the change order. If Contractor proceeds with additional work prior to such approval or without providing the notice required herein strictly in accordance with the terms of this subsection, Contractor shall not receive any additional compensation for such work. Failure to agree to any adjustment shall be a dispute within the meaning of the Contract Documents.

2. *Contractor's Assent.* The execution of a change order by the Contractor shall be conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Agreement as thus amended, the Contract Price, or the Contract Time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any Claim against the City for additional time or compensation for matters

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relating to, arising out of, or resulting from the work include within or affected by the executed Change Order of which the Contractor to knew or should have known.

3. *No Stoppage of Work*. Notwithstanding the foregoing, nothing in this clause shall excuse Contractor from proceeding with the Agreement as changed except for those changes which would increase the Contract Price.

4. *Representative.* Owner's Project Manager and Engineer are the only Owner representatives authorized to make changes to this Agreement, and only if such change does not serve to increase the Contract Price, the Contract Time, or change the scope of services. Any instructions, written or oral, given to Contractor by someone other than the Owner designated representatives, listed above, that represent a change in the Project or any of its terms, will not be considered as an authorized change. Any action on the part of Contractor taken in compliance with such instructions will not be grounds for subsequent payment or other consideration in compliance with the unauthorized change.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda and any data and reference items identified in the Contract Documents.

2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with and is satisfied as to state, federal and local Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General and Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General and Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

5. Contractor has considered that it has carefully examined, satisfied itself as to the conditions and limitations under which the Work is to be performed, including without limitation 1) the location, layout, and nature of the Site and surrounding areas, 2) generally occurring climate and weather conditions, and 3) anticipated labor, supply and costs; and 4) availability of materials, tools, and equipment and other similar issues.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (1) the cost,

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progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

12. Contractor accepts assignment of responsibilities for Owner direct procurement items as described in the Tax Savings Provision in the Instructions to Bidders.

ARTICLE 9 – PROJECT FUNDING

9.01 Contractor acknowledges and agrees that payments made under this Agreement will be funded with public funds. Contractor shall ensure that all use of funds under this Agreement complies with all applicable laws,, regulations, and guidelines governing the use of public monies.

A. DBE Policy: The contractor and subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such remedy as the Owner deems appropriate.

B. Contractor understands that the funding is dependent on completion of Work within the Contract Times and the Milestones and the Contractor agrees to complete the Work within the Contract Times and Milestones. Should the Contractor fail to complete the Work within the Contact Times and Milestones, the Contractor agrees the provisions of Article 4 above shall apply.

C. No member, officer or employee of Contractor during this Contract or 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Moreover, this provision must be inserted in any subcontracts for the Work.

D. Contractor shall not employ unauthorized aliens in violation of section 274(e) of the Immigration and Naturalization Act. If Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Contract.

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E. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and all of its officers, agents, and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contract and person employed or utilized by the Contractor in the performance of this Contract. This indemnification provision shall survive termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.

F. A person or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

G. A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

H. Contractor shall notify the Owner if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of this Contract. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

I. Contractor agrees to include the above provision (E.) in its subcontracts for those who perform Work in connection with this Contract.

ARTICLE 10 – TERMINATION OR SUSPENSION

10.01 *Termination*

A. The Contract may be terminated by the Owner or Contractor as provided in Article 16 of the General Conditions.

10.02 *Suspension by Owner*

A. The Work may be suspended by the Owner as provided in Article 16 of the General Conditions.

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ARTICLE 11 – MISCELLANEOUS

11.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions.

11.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this Contract to the State of Florida for any political subdivision, municipality, special district, or authority thereof without Contractor's consent and without recourse.

11.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

B. This Contract is solely for the benefit of the parties and no right or privilege or cause of action shall by reason hereof accrue upon to, or for the benefit of any third party. Nothing in this Contract is intended or will be construed to confer upon or give any person, corporation, partnership, trust, private entity, or agency any right, remedy, or claim under or by reason of this Contract or any provisions or conditions of this Contract.

11.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

B. Neither the validity of this Contract nor the validity of any portion of it may be challenged by any party to this Contract, and each party waives any right to initiate such challenge. Furthermore, if this Contract or any portion is challenged by a third party in a judicial, administrative, or appellate proceeding (each party covenanting with the other party not to initiate, encourage, foster, promote, cooperate with or acquiesce to such challenge), the parties collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decisions invalidating this Contract or portion thereof.

11.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

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1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Contractor shall pay promptly and before final payment, any claims or liens incurred in and about this work, and to execute a Contractor's affidavit for final payment.

11.06 *Other Provisions*

A. E-verify - Contractor shall comply with all applicable provisions of sections 448.09 and 448.095, Florida Statutes, as may be amended. The definitions in section 448.095(1), Florida Statutes, as may be amended, apply to this section of the Contract. Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all employees of Contractor. Contractor may not enter into a contract with a subcontractor to perform work under this Contract unless and until the subcontractor registers with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor to perform work under this Contract, Contractor must obtain a properly executed affidavit from the subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor must maintain copies of all such affidavits for the duration of this Contract. The Owner may terminate this Contract for cause if the Owner determines that Contractor or Contractor's subcontractor has not complied with any applicable provision of sections 448.09 or 448.095, Florida Statutes, as may be amended. The Owner will terminate this Contract for cause if the Owner has a good faith belief that Contractor has knowingly violated subsection 448.09(1), Florida Statutes, as may be amended. If the Owner has a good faith belief that a subcontractor knowingly violated section 448.09(1), Florida Statutes, as may be amended, but Owner determines that Contractor otherwise complied with section 448.09(1), Florida Statutes, as may be amended, Owner will notify Contractor as such, and Contractor must immediately terminate Contractor's contract with said subcontractor. If this Contract is terminated under section 448.095(c), F.S.: (a) such termination is not a breach of this Contract and may not be considered as such; (b) Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated; and (c) Contractor is liable for any additional costs incurred by the Owner as a result of the termination of the Contract.

B. The Owner and Contractor agree that this Contract shall be governed by applicable Florida Law. Venue for any legal action in connection with this Contract shall be in the Circuit Court of the Sixth Judicial Circuit in and for Pinellas County. In any claim dispute procedure or litigation arising from this Contract, each party shall be solely responsible for paying its attorney's fees and costs.

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C. Each party to this Contract has had the benefit of representation by counsel and equal input into drafting this Contract such that no provision of this Contract shall be strictly construed against one party as the draft of the Contract.

D. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

E. Pursuant to section 119.0701, Florida Statutes, for any tasks performed by Contractor on behalf of the Owner, Contractor shall: (a) keep and maintain all public records, as that term is defined in chapter 119, Florida Statutes ("Public Records"), required by the Owner to perform the work contemplated by this Contract; (b) upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion or termination of this Contract, if Contractor does not transfer the records to the Owner in accordance with (d) below; and (d) upon completion or termination of this Contract, (i) if the Owner, in its sole and absolute discretion, requests that all Public Records in possession of Contractor be transferred to the Owner, Contractor shall transfer, at no cost, to the Owner, all Public Records in possession of Contractor within thirty (30) days of such request or (ii) if no such request is made by the Owner, Contractor shall keep and maintain the Public Records required by the Owner to perform the work contemplated by this Contract. If Contractor transfers all Public Records to the Owner pursuant to (d)(i) above, Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements within thirty (30) days of transferring the Public Records to the Owner and provide the Owner with written confirmation that such records have been destroyed within thirty (30) days of transferring the Public Records. If Contractor keeps and maintains Public Records pursuant to (d)(ii) above, Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology of the Owner. If Contractor does not comply with a Public Records request or does not comply with a Public Records request within a reasonable amount of time, the Owner may terminate this Contract and/or pursue any and all remedies available in law or equity including, but not limited to, specific performance. The provisions of this section only apply to those tasks in which Contractor is acting on behalf of the Owner.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, (727) 547-4575 ext. 229; cityclerk@mytreasureisland.org, and City Hall, 10451 Gulf Blvd., Treasure Island, FL, 33706.

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F. This Agreement sets forth the entire agreement between the Parties as to the subject matter hereof and supersedes all previous written or oral negotiations, agreements, bids, and/or understandings. There are no understandings, representations, warranties, or agreements with respect to the subject matter hereof unless set forth explicitly in this Agreement.

G. The parties represent and warrant that each is authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective party to the terms hereof.

H. This Agreement may be executed in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same instrument. This Agreement may be executed by electronic signature technology and such electronic signature shall act as the parties' legal signatures on this Agreement and shall be treated in all respects as an original handwritten signature.

I. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on the date duly approved by the City Commission (which is the Effective Date of the Contract).

Owner:

City of Treasure Island
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Charles Van Zant
(typed or printed)

Title: City Manager
(typed or printed)

Attest: _____
(individual's signature)

Title: City Clerk
(typed or printed)

Address for giving notices:

10451 Gulf Blvd.
Treasure Island, FL 33706

Designated Representative:

Name: Cathy Hayduke
(typed or printed)

Title: Director of Parks & Recreation
(typed or printed)

Address:

10451 Gulf Blvd.
Treasure Island, FL 33607

Phone: 727-457-4545 x237

Email: chayduke@mytreasureisland.org

Contractor:

Qualis General Contractors, LLC.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 10/13/25
(date signed)

Name: Brycen Herman
(typed or printed)

Title: President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Office Manager
(typed or printed)

Address for giving notices:

17803 Green Willow Dr.
Tampa, FL33647

Designated Representative:

Name: Brycen Herman
(typed or printed)

Title: President
(typed or printed)

Address:

Phone: (813) 515-0824

Email: bherman@qualisfl.com

License No.: CGC1527818
(where applicable)

State: _____

Contractor to attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid are defined in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions, which are included as part of the Bid Documents

ARTICLE 1—BID RECIPIENT

1.01 This Bid is submitted to:

Owner:	CITY OF TREASURE ISLAND
Address:	10451 GULF BOULEVARD
	TREASURE ISLAND, FLORIDA 33706
Project Identification:	ITB 25-016 PICKLEBALL COURT CONSTRUCTION

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. This Bid Form;

B. Bid Schedule (Excel file);

C. Required Bid security with Power of Attorney for Surety;

D. List of Proposed Subcontractors;

E. List of Proposed Suppliers;

F. List of Project References;

G. Required Bidder Qualification Statement with supporting data; and

H. Certificate of Compliance with Trench Safety Form; and

I. Copies of valid licenses in accordance with Section 489.113, Florida Statutes.

ARTICLE 3—BASIS OF BID

3.01 *Lump Sum Bid with Alternate*

A. Base Bid - Bidder will complete the Work in accordance with the Contract Documents for a lump sum (stipulated) price.

B. Alternate - Replaces Item 7 Sportmaster ProCushion Premium Court Surfacing with Item 16 Non-Cusioned Court Surfacing. Bidder will complete the Work in accordance with the Contract Documents for a lump sum (stipulated) price.

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C. Lump sum (stipulated) prices for the Base Bid and Alternate must be submitted on the Bid Schedule (Excel file) provided.

ARTICLE 4—RESERVED

ARTICLE 5—RESERVED

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder agrees that the Work for base bid and alternate as elected by Owner will be substantially complete within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 calendar days after substantially complete.

6.03 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work by any specified Milestones within the Contract Time.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. Bidder shall sign and submit the Contract Bond and other documents required by the Bid Documents within 15 calendar days after the date of the Owner's Notice of Award.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

ADDENDUM NO.	Addendum Date
1	09/25/25

(Bidder shall insert number of each addendum received

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ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with and has satisfied itself as to federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has obtained and carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings.

5. Bidder has obtained and carefully studied all reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the General Conditions, especially with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (3) Bidder's (Contractor's) safety precautions and programs.

7. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between the Site conditions and the Contract Documents and confirms that the written resolution thereof by Engineer is acceptable to Bidder (Contractor).

10. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception

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the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

3. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;

b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

c. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

d. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

B. All required sales and use taxes are included in the stated Bid prices for the Work unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.

C. If awarded a Contract, the Florida Trench Safety Act, Florida Statutes 33-553.60 through 33-553.64, and applicable trench safety standards shall be complied with.

D. Bidder is not currently and has not been on the convicted vendor list within the last 36 months.

E. Bidder is not on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, or on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaged in business operations in Cuba or Syria.

F. Bidder is and will comply with all local, state, federal directives, orders, and Laws and Regulations as applicable to this Bid and Contract including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE) and OSHA.

G. Bidder will submit written evidence of its authority to do business in the State of Florida no later than the date of its execution of the Agreement.

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H. Bidder certifies, represents, and warrants that it is not affiliated with a foreign country of concern, as such countries are identified in section 287.138(1), Florida Statutes. Bidder certifies, represents, and warrants that: (a) Bidder is not owned by a foreign country of concern; (b) the government of a foreign country of concern does not have a controlling interest in Bidder; and (c) Bidder is not organized under the laws of or has its principal place of business in a foreign country of concern.

8.03 Bidders Particulars

Bidder's Business Address for giving Notice: 17803 Green Willow Dr.

Phone No.: (813) 515-0824 FAX No.: N/A

Email: bherman@qualisfl.com

Name(s) of Contractor: Qualis General Contractors, LLC.

Job Site Field Representative(s): Glenn Ayars

BID SUBMITTED on October 13, 2025

Florida Contractor's License No.: CGC1527818

Contractor's License Class (where applicable): CGC1527818

This Bid is submitted on 13th day of October, 2025, by:

If Bidder is an individual:

Name (*Typed or printed*) Qualis General contractors

By (*signature*)

Doing Business As: Qualis General Contractors, LLC.

If Bidder is a partnership:

Partnership Name N/A (SEAL)

By (*signature*)

(Signature of general partner - attach evidence of authority to sign)

Name (*Typed or printed*):

If Bidder is a corporation:

Corporation Name: (SEAL)

State of Incorporation:

Type (*General Business, Professional Service, Limited Liability*):

By

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(Signature - attach evidence of authority to sign)

Name (*typed or printed*): _____

Title: _____ (CORPORATE SEAL)

Attest: _____

(Signature of Corporate Secretary)

Date of Qualification to do business is: _____

If Bidder is a Corporation, attach a certified copy of corporate resolutions of the Board of Directors of the Corporation authorizing an officer of the Corporation to execute the Agreement contained within this document on behalf of the Corporation.

If Bidder is a Joint Venture

Joint Venturer Name: N/A (SEAL)

By: _____

(Signature of joint venture partner - attach evidence of authority to sign)

Name (*typed or printed*): _____

Title: _____

Name (*typed or printed*): _____

Title: _____

Name (*typed or printed*): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

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Electronic Articles of Organization For Florida Limited Liability Company

L18000288180
FILED 8:00 AM
December 17, 2018
Sec. Of State
slsingleton

Article I

The name of the Limited Liability Company is:

QUALIS GENERAL CONTRACTORS LLC

Article II

The street address of the principal office of the Limited Liability Company is:

1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

The mailing address of the Limited Liability Company is:

1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Article III

The name and Florida street address of the registered agent is:

BRYCEN HERMAN
1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: BRYCEN HERMAN

L18000288180
FILED 8:00 AM
December 17, 2018
Sec. Of State
slsingleton

Article IV

The name and address of person(s) authorized to manage LLC:

Title: MGR
BRYCEN E HERMAN
1019 59TH AVENUE NORTH
SAINT PETERSBURG, FL. 33703

Article V

The effective date for this Limited Liability Company shall be:

12/17/2018

Signature of member or an authorized representative

Electronic Signature: BRYCEN HERMAN

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Qualis:	Qualis General Contractors LLC		
Corporate Office	17803 Green Willow Dr. Tampa, FL 33647		
Name:	Brycen Herman	Phone number:	(863) 514-7760
Title:	President	Email address:	bherman@qualisfl.com
Business address of corporate office:	17803 Green Willow Dr. Tampa, FL 33647		
Local Office (if different from Corporate Office)			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			
Bidder Contact Information (if different from Corporate Office)			
Contact		Phone number:	
Title:		Email address:	

1.02 Provide information on the Business's organizational structure:

Form of Business:	☐ Sole Proprietorship ☐ Partnership ☐ Corporation		
☒ Limited Liability Company ☐ Joint Venture comprised of the following companies:			
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venture.			
Date Business was formed:	12/2018	State in which Business was formed:	FL
Is this Business authorized to operate in the Project location? **(Attach proof of authorization)**	☒ Yes ☐ No ☐ Pending		

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1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business: N/A

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Brycen Herman	Title:	President
Authorized to sign contracts: ☒ Yes ☐ No		Limit of Authority:	$ No Limit
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	
Authorized to sign contracts: ☐ Yes ☐ No		Limit of Authority:	$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:	Certified General Contractor		
Licensing Agency:	Department of Business and Professional Regulation		
License No:	CGC1527818	Expiration Date:	08/31/2026
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ATTACH COPIES OF VALID LICENSE(S) IN ACCORDANCE WITH SECTION 489.113, FLORIDA STATUTES (SECTION C-410).

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification. N/A

Certification	Certifying Agency	Certification Date
☐ Disadvantaged Business Enterprise		

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☐ Minority Business Enterprise			
☐ Woman-Owned Business Enterprise			
☐ Small Business Enterprise			
☐ Disabled Business Enterprise			
☐ Veteran-Owned Business Enterprise			
☐ Service-Disabled Veteran-Owned Business			
☐ HUBZone Business (Historically Underutilized) Business			
☐ Other			
☐ None			

ARTICLE 4—SAFETY

4.01 Provide information regarding Business's safety organization and safety performance.

Name of Business's Safety Officer:	Samuel Everett	
Safety Certifications OSHA 30, Crane, Forklift, LEED		
Certification Name	Issuing Agency	Expiration
OSHA 30	Occupational Safety & Health Admin	N/A

4.02 List on Schedule D all pieces of major equipment that the Business owns or leases and designate which will be available for use on this Project.

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business's financial stability. Provide the most recent audited financial statement. If such audited financial statement is not current then provide the most current financial statement. **Pursuant to section 119.071(1)(c), Fla. Stat. any financial statement that the City requires a prospective bidder to submit in order to respond to a bid for a public works project is exempt from public inspection and disclosure.**

Financial Institution:	JP Morgan Chase Bank	
Business address:	17803 Green Willow Dr. Tampa, FL 33647	
Date of Business's most recent financial statement:		☐ Attached
Date of Business's most recent audited financial statement:		☐ Attached

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	☐ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☐ Yes ☐ No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	
Aggregate Bonding Capacity:		Available Bonding Capacity as of Bid:	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Affordable Contractors Insurance, LLC	General Liability
PEOPayGo Inc	Workers Compensation
Are providers licensed or authorized to issue policies in the Project location?	☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?	☐ Yes ☐ No
Mailing Address (principal place of business):	8501 N Scottsdale Rd Suite 270, Paradise Valley, AZ 85253
	225 E Dania Beach Blvd, Suite 120, Dania Beach, FL 33004
Physical Address (principal place of business):	8501 N Scottsdale Rd Suite 270, Paradise Valley, AZ 85253
	225 E Dania Beach Blvd, Suite 120, Dania Beach, FL 33004

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	(888) 652-4513		
Phone (main):	(800) 718-7552 Ext. 4550	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Primary type of work the Business performs:	
Average number of current full-time permanent employees:	9
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	
Estimate of dollar value presently under contract:	
Business an equal employment opportunity employer: ☐ Yes ☐ No	Does the Business have a written drug and alcohol policy? ☒ Yes ☐ No
Does the Business have a written Quality Assurance/Quality Control Program: ☐ Yes ☐ No	

8.02 Provide information regarding the Business's previous contracting experience.

BUSINESS YEARS OF EXPERIENCE WITH PROJECTS LIKE THE PROPOSED PROJECT:				
As a general contractor:	8	As a joint venture:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Are there any judgments, claims, disputes or litigation pending or outstanding involving the Business, a predecessor in interest, an affiliate identified in Paragraph 1.03 or a Business officers or partners identified in Paragraph 1.04? ☐ Yes ☒ No				
Has a Business officers or partners identified in Paragraph 1.04 defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

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8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List 5 projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information about key individuals whom Business intends to assign to the Project. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager, as applicable. Resumes may be provided for Business's key leaders as well.

8.06 List 5 business references from other project Owners. Each reference must include the following information: the Firm/Company Name, Firm/Company Address, Firm/Company Contact Person, and Firm/Company Telephone Number.

8.07 List bidder, subcontractors and suppliers to be used for all portions of the Work. **If self-performing, so list**.

Service	Contractor /Subcontractor /Supplier Name	Contractor /Subcontractor /Supplier Address	Contractor /Subcontractor /Supplier License Number

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ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Financial statements as required by Paragraph 5.01.

D. Attachments providing additional information as required by Paragraph 8.02.

E. Schedule A (Current Projects) as required by Paragraph 8.03.

F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

G. Schedule C (Key Individuals) information about the key individuals listed, as required by Paragraph 8.05.

H. Schedule D (Equipment) as required by Paragraph 4.02.

I. Schedule E - Public Entity Crimes Statement under section 287.133(3)(a), Fla. Stat.

J. Schedule F - Anti-Human Trafficking Affidavit under section 787.06(13), Fla. Stat.

K. Additional items as pertinent.

9.02 Optional Attachments

A. Schedule G - Preference with Drug-Free Workplace Programs under section 287.078, Fla. Stat.

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This Statement of Qualifications is offered by:

Business: Qualis General Contractors LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Brycen Herman
(typed or printed)

Title: President
(typed or printed)

Date: 9/30/2025
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: N/A
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:
17803 Green Willow Dr. Tampa, FL 33647

Designated Representative:

Name: Brycen Herman
(typed or printed)

Title: President
(typed or printed)

Address:
17803 Green Willow Dr. Tampa, FL 33647

Phone: (813) 515-0824

Email: bherman@qualisfl.com

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Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent		Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule B—Previous Experience with Similar Projects

Name of Organization				
Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Safety Manager			
Name of individual			
Years of experience as project manage			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

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Schedule D – List of Major Equipment						
Condition	Acquired Value	Available for this Project?	Project Name	Owner's Contact Person	Item	Purchase Date
				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		
				Name: Address: Telephone:		

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Schedule E - PUBLIC ENTITY CRIMES STATEMENT

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES.

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by Brycen Herman
(Print individual's name and title)

for Qualis General Contractors, LLC
(Print name of entity submitting sworn statement)

whose business address is 17803 Green Willow Dr. Tampa, FL 33647

_____

and (if applicable its Federal Employer Identification Number) is 83-3712329

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(l)(a), Florida Statutes, means: a predecessor or successor of a person convicted of a public entity crime: or an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives' partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statues, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract in which it proposes or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

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6. I understand that a person or affiliate who has been placed on the convicted vendor list following the conviction for a public entity crime, may not submit a bid, proposal or reply on a contract to provide goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount as provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
7. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting the sworn statement. (Please indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholder, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer and the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

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I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALANDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Brycen H
(Signature)

Sworn to and subscribed before me by means of (select one:) [X] physical presence or

[ ] online notarization, this 30th day of September, 2025, by

Brycen Herman, who is (select one:)

[X] personally known to me –or– [ ] has produced a Florida driver's license as identification.

Personally known X

OR Produced Identification _____

_____
Type of Identification

Kellie Veilleux
Notary Public – State of Florida

My Commission Expires _____

Notary Public State of Florida
Kellie Veilleux
My Commission HH 436788
Expires 9/4/2027

Kellie Veilleux
(Printed, typed or stamped commissioned name of Notary public)

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Schedule F - ANTI-HUMAN TRAFFICKING AFFIDAVIT

Instructions: This form must be completed by an officer or representative of an entity entering into, renewing, or extending, a contract with the City of Treasure Island.

The undersigned, on behalf of Qualis General Contractors, LLC ("Contractor"), hereby attests as follows:

A. Contractor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the City of Treasure Island from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
   - **"Coercion"** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.
   - **"Labor"** means work of economic or financial value.
   - **"Services"** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Contractor hereby attests, under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, hereby represent that I make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.**

Authorized Signature: Brycen H Date: 9/30/2025

Printed Name: Brycen Herman Title: President

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of September, 2025, by Brycen Herman, as President on behalf of the company/corporation. They ☒ are personally known to me or ☐ have produced _____ as identification.

Kellie Veilleux
Signature of Notary Public

Kellie Veilleux
Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

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Notary Public State of Florida
Kellie Veilleux
My Commission HH 430786
Expires 8/4/2027

DRUG-FREE WORKPLACE CERTIFICATE

IDENTICAL TIE BIDS: Pursuant to Section 287.087, Florida Statutes, preference shall be given to businesses with Drug-Free Workplace Programs. Whenever two or more bids which are equal with respect to price, quality, and service are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace Program shall be given preference in the award process. Established procedures for processing tie bids will be followed in the event that none of the tied bidders have a Drug-Free Workplace Program. In order to have a Drug-Free Workplace Program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a Drug-Free Workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 of the Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction or plea.
5) Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or who has pled.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.



Signature

Brycen Herman

Printed Name

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BID BOND (PENAL SUM FORM)

Bidder Name: Qualis General Contractors LLC Address *(principal place of business)*: 8527 Trail Wind Drive Tampa, FL 33647 Phone Number: (813) 515-0824	**Surety** Name: Old Republic Surety Company Address *(principal place of business)*: 18500 W. Corporate Drive, Suite 170 Brookfield, WI 53045 Phone Number: (800) 217-1792
Owner Name: **City of Treasure Island** Address *(principal place of business)*: **10451 Gulf Blvd, Treasure Island, FL 33706** Phone Number: **(727) 547-4575**	**Bid** Project *(name and location)*: **Rosselli Park Pickleball Court Construction** **12299 Capri Cir S, Treasure Island, FL 33706** Bid Number: **ITB 25-016** Bid Due Date: **October 13, 2025**
Bond Penal Sum: Five Percent (5%) of Amount Bid Bond Number: BID2504387 Date of Bond: 10/13/2025	**IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state of Florida.**

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Qualis General Contractors LLC *(Full formal name of Bidder) (corporate seal)*	Old Republic Surety Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Brycen E. Herman *(Printed or typed)*	Name: Mark Kowalski *(Printed or typed)*
Title: Manager	Title: Attorney-In-Fact & Agent
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Vivian Beltran *(Printed or typed)*	Name: Lynn Lowrimore *(Printed or typed)*
Title:	Title: Witness

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:

   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

   3.2. All Bids are rejected by Owner, or

   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

MARK KOWALSKI of SARASOTA, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of October, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of October, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

NOTARY PUBLIC

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-3106

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 13th day of October 2025.

Karen J Haffner
Assistant Secretary

ORSC 22262 (3-06)

LINCOLN SURETY GROUP LLC

QUALIS

17803 Green Willow Dr. Tampa, FL 33647
CGC1527818
www.qualisfl.com

Comparible Projects							
Project Name	**Project Address**	**Project Description**	**Contract Value**	**Firm Name**	**Firm Address**	Firm Contact Person	**Firm Telephone Number**
Safford Park Pickleball Courts	661 Hibiscus St. Tarpon Springs, FL 34698	Construct four new pickleball courts with site lighting and landscaping.	$359,781.00	City of Tarpon Springs	324 Pine St. Tarpon Springs, FL 34689	Rod Doorlag	(727) 916-0845
Lee P. Moore Park Pickleball Courts	106 Sweet Bay Dr. Sanford, FL 32771	Demolish existing tennis courts, construct new courts, six pickleball and two tennis courts including canopies, benches, and sod.	$324,248.00	City of Sanford	300 N. Park Ave. Sanford, FL 32771	Robert Beall	(407) 688-5000 ext 5423
Hecksher Park Pickleball Courts	450 W. Venice Ave. Venice, FL 34285	Construct three new pickleball courts	$302,158.48	City of Venice	401 W. Venice Ave. Venice, FL 34285	Kevin Barrett	(941) 716-3564
Central Park Basketball Courts	455 E. Cummings St. Lake Alfred, FL 33850	Construct four new basketball courts	$265,456.00	City of Lake Alfred	120 E. Pomelo St. Lake Alfred, FL 33850	Emily Deal	(863) 291-5272
Interlachen Fire Station Addition and Renovation	170 S. CR 315 Interlachen, FL 32148	Renovate existing 1,984 square foot building and construct new 2,484 square foot addition for fire trucks	$899,053.00	CRG Architects	216A St. Johns Ave. Palatka, FL 32177	joe.crgarchitects@comcast.net	(386) 325-0213
Dunedin Community Sailing Center	690 Edgewater Dr. Dunedin, FL 34698	Build new 1,600 square foor community sailing center building at Dunedin Marina.	$502,265.00	City of Dunedin	737 Louden Ave. Dunedin, Fl 34698	lferguson@dunedinfl.net bwirth@dunedinfl.net jonathan@sdgfl.com	(727) 641-8294 (727) 298-3208 (727) 776-0058
SW Aquatic Center Bathhouse Renovations	13120 Vonn. Rd. Largo, FL 33771	Renovate 4,323 square foot locker rooms and bathhouse building, built out new ADA restrooms	$604,129.86	City of Largo	201 Highland Ave. Largo, FL 33770	rcieslak@largo.com	(727) 252-9919
Tampa Hillsborough Expressway Office Renovation	1104 E. Twiggs St. Tampa, FL 33602	Interior renovation of levels 1, 2, and 3 office spaces	$229,918.00	Tampa-Hills. Expressway Authority	1104 E. Twiggs St. Tampa, FL 33602	judith.villegas@tampa-xway.com jordan.reid@kci.com	(813) 272-6740 (813) 210-2246

Schedule C—Key Individuals

Project Manager			
Name of individual	Brycen Herman		
Years of experience as project manager	13		
Years of experience with this organization	8		
Number of similar projects as project manager	11		
Number of similar projects in other positions	7		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Mira Mesa Golf Maint. Facility Rebuild	25%	01/16/26	
Train Shed Building	30%	10/24/25	
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Nick Hadsell	Name	Joe Keuhmeier
Title/Position	Construction mgr.	Title/Position	Architect
Organization	City of Largo	Organization	CRG Architects
Telephone	(727) 412-3194	Telephone	(386) 325-0213
Email	nhadsell@largo.com	Email	crgarchitects@comcast.net
Project	Train Shed Building	Project	Interlachen Fire Station Addition
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

Project Superintendent			
Name of individual	Glenn Ayars		
Years of experience as project superintendent	15		
Years of experience with this organization	5		
Number of similar projects as project superintendent	5		
Number of similar projects in other positions	9		
Current Project Assignments			
Name of assignment	Percent of time used for this project	Estimated project completion date	
Heckscher Park Pickleball Courts	Complete	Complete	
Community Policing Center Renovation	60%	01/28/25	Filling in as foreman until new project starts
Train Shed Building	40%	10/24/25	

Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Kevin Barrett	Name	Rod Doorlag
Title/Position	Construction mgr.	Title/Position	Construction mgr.
Organization	City of Venice	Organization	City of Tarpon Springs
Telephone	(941) 716-3564	Telephone	(727) 916-0845
Email	kbarrett@venicefl.gov	Email	rdoorlag@ctsfl.us
Project	Heckscher Park Pickleball Courts	Project	Safford Park Pickleball Courts
Candidate's role on project	Superintendent	Candidate's role on project	Superintendent

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Safety Manager			
Name of individual		Glenn Ayers; same info as Superintendent	
Years of experience as ~~project manage~~ Superintendent		on first page of Key Individuals	
Years of experience with this organization			
Number of similar projects as ~~project manager~~ Superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Quality Control Manager			
Name of individual		Brycen Herman	
Years of experience as project ~~superintendent~~ PM		13	
Years of experience with this organization		8	
Number of similar projects as project ~~superintendent~~ PM		11	
Number of similar projects in other positions		7	
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Mira Mesa Golf Maint. Facility Rebuild		25 %	01/16/26
Train Shed Building		30 %	10/24/25
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name	Nick Hadsell	Name	Joe Keuhmeier
Title/Position	Construction Mgr.	Title/Position	Architect
Organization	City of Largo	Organization	CRG Architects
Telephone	(727) 412-3194	Telephone	(386) 325-0213
Email	nhadsell@largo.com	Email	crgarchitects@comcast.net
Project	Train Shed Building	Project	Interlachen Fire Station Addition
Candidate's role on project	Project Manager	Candidate's role on project	Project Manager

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ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Lincoln Surety Group		
Surety is a corporation organized and existing under the laws of the state of:	Florida		
Is surety authorized to provide surety bonds in the Project location?	☑ Yes ☐ No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? ☑ Yes ☐ No			
Mailing Address (principal place of business):	1990 Main St. suite 750 Sarasota, FL 34236		
Physical Address (principal place of business):	Same as mailing		
Phone (main):	(941) 961-5948	Phone (claims):	(941) 961-5948
Aggregate Bonding Capacity:	$6,000,000.00	Available Bonding Capacity as of Bid:	$3,200,000.00

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):	
Insurance Provider	Type of Policy (Coverage Provided)
Affordable Contractors Insurance, LLC	General Liability
PEOPayGo Inc	Workers Compensation

Are providers licensed or authorized to issue policies in the Project location?		☒ Yes ☐ No
Does provider have an A.M. Best Rating of A-VII or better?		☒ Yes ☐ No
Mailing Address (principal place of business):	8501 N Scottsdale Rd Suite 270, Paradise Valley, AZ 85253 225 E Dania Beach Blvd, Suite 120, Dania Beach, FL 33004	
Physical Address (principal place of business):	8501 N Scottsdale Rd Suite 270, Paradise Valley, AZ 85253 225 E Dania Beach Blvd, Suite 120, Dania Beach, FL 33004	

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(888) 652-4513

Phone (main):	(800) 718-7552 Ext. 4550	Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Primary type of work the Business performs:	Commercial construction/remodeling
Average number of current full-time permanent employees:	9
Estimate of revenue for the current year:	$3,800,000.00
Estimate of revenue for the previous year:	$2,767,534.00
Estimate of dollar value presently under contract:	$2,800,000.00
Business an equal employment opportunity employer: ☒ Yes ☐ No	Does the Business have a written drug and alcohol policy? ☒ Yes ☐ No
Does the Business have a written Quality Assurance/Quality Control Program: ☒ Yes ☐ No	

8.02 Provide information regarding the Business's previous contracting experience.

BUSINESS YEARS OF EXPERIENCE WITH PROJECTS LIKE THE PROPOSED PROJECT:				
As a general contractor:	8	As a joint venture:	N/A	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:				
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been barred from contracting by any local, state, or federal agency within the last 5 years? ☐ Yes ☒ No				
Been released from a bid in the past 5 years? ☐ Yes ☒ No				
Defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Refused to construct or refused to provide materials defined in the contract documents or in a change order? ☐ Yes ☒ No				
Been a party to any currently pending litigation or arbitration? ☐ Yes ☒ No				
Are there any judgments, claims, disputes or litigation pending or outstanding involving the Business, a predecessor in interest, an affiliate identified in Paragraph 1.03 or a Business officers or partners identified in Paragraph 1.04? ☐ Yes ☒ No				
Has a Business officers or partners identified in Paragraph 1.04 defaulted on a project or failed to complete any contract awarded to it? ☐ Yes ☒ No				
Provide full details in a separate attachment if the response to any of these questions is Yes.				

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8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List 5 projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information about key individuals whom Business intends to assign to the Project. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager, as applicable. Resumes may be provided for Business's key leaders as well.

8.06 List 5 business references from other project Owners. Each reference must include the following information: the Firm/Company Name, Firm/Company Address, Firm/Company Contact Person, and Firm/Company Telephone Number.

8.07 List bidder, subcontractors and suppliers to be used for all portions of the Work. **If self-performing, so list.**

Service	Contractor /Subcontractor /Supplier Name	Contractor /Subcontractor /Supplier Address	Contractor /Subcontractor /Supplier License Number
Surface cabling nets/posts	Court Surfaces	1528 Virgils Way #6 Green Cove Springs, FL 32043	
Dirtwork/ concrete	Gator Concrete & Masonry	11370 Bellamy Brothers Blvd. San Antonio, FL 33576	CBC1256183
Fencing	Cardinal Fence	5186 126th Ave N. Clearwater, FL 33760	

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ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.

B. Diverse Business Certifications if required by Paragraph 3.01.

C. Financial statements as required by Paragraph 5.01.

D. Attachments providing additional information as required by Paragraph 8.02.

E. Schedule A (Current Projects) as required by Paragraph 8.03.

F. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.

G. Schedule C (Key Individuals) information about the key individuals listed, as required by Paragraph 8.05.

H. Schedule D (Equipment) as required by Paragraph 4.02.

I. Schedule E - Public Entity Crimes Statement under section 287.133(3)(a), Fla. Stat.

J. Schedule F - Anti-Human Trafficking Affidavit under section 787.06(13), Fla. Stat.

K. Additional items as pertinent.

9.02 Optional Attachments

A. Schedule G - Preference with Drug-Free Workplace Programs under section 287.078, Fla. Stat.

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Schedule A—Current Projects

Name of Organization	Qualis General Contractors, LLC.			
Project Owner	The Villages Comm. Dev. Dist.	Project Name	Mira Mesa Golf Maintenance Facility Rebuild	
General Description of Project	Build 1,800 sq ft. maintenance building and 400 sq. ft. pesticide storage building			
Project Cost	$1,391,227.97	Date Project	07/22/25 - 01/16/26	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brycen Herman	Samuel Everett	Samuel Everett	Brycen Herman

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	David Salela	Construction mgr.	Villages Comm. District	(352) 901-0565	david.salela@districtgov.org
Designer	Joe Smith	Architect	KP Studio Architects	(352) 622-7163	jsmith@kpstudioarchitect.com
Construction Manager	David Salela	Construction mgr.	Villages Comm. Dist	(352) 901-0565	david.salela@districtgov.org

Project Owner	Central Railroad Group	Project Name	Train Shed Building	
General Description of Project	Construct 3,500 sq. ft storage building			
Project Cost	$1,170,042.55	Date Project	04/30/25 - 10/24/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brycen Herman	Jason Navantieri	Jason Navantieri	Brycen Herman

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Nick Hadsell	Construction mgr.	City of Largo	(727) 412-3194	nhadsell@largo.com
Designer	Gary Kranston	President	Bentley Group	(407) 331-6116	gary@bentleygroupinc.com
Construction Manager	Nick Hadsell	Construction mgr.	City of Largo	(727) 412-3194	nhadsell@largo.com

Project Owner	City of Pinellas Park	Project Name	Community Policing Center Renovation	
General Description of Project	Renovate existing 2,730 sq. ft. building, construct 576 sq. ft. storage building			
Project Cost	$798,592.00	Date Project	10/8/25 - 01/28/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Michael Campbell	Matt Pitts	Matt Pitts	Michael Campbell

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Chris Wade	Construction mgr.	City of Pinellas Park	(727) 506-7872	cwade@pinellas-park.com
Designer	Tracy Seffle-Koch	Architect	Architectonics	(727) 323-5676	tseffle-koch@asi-fl.com
Construction Manager	Chris Wade	Construction mgr.	City of Pinellas Park	(727) 506-7872	cwade@pinellas-park.com

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Schedule B—Previous Experience with Similar Projects

Name of Organization	Qualis General Contractors, LLC.			
Project Owner	City of Venice	Project Name	Heckscher Park Pickleball Courts	
General Description of Project	Build three public pickleball courts			
Project Cost	$302,158.48	Date Project	05/22/25 - 08/29/25	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brycen Herman	Glenn Ayars	Glenn Ayars	Brycen Herman

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Kevin Barrett	Construction mgr.	City of Venice	(941)716-3564	kbarrett@venicefl.gov.
Designer	Ryan Hoppe	Architect	Kimley Horn	(941)379-7600	ryan.hoppe@kimley-horn.com
Construction Manager	Kevin Barrett	Construction mgr.	City of Venice	(941)716-3564	kbarrett@venicefl.gov

Project Owner	City of Tarpon Springs	Project Name	Safford Park Pickleball Courts	
General Description of Project	Construct four pickleball courts including landscaping & site lighting			
Project Cost	$359,781.00	Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Michael Campbell	Glenn Ayars	Glenn Ayars	Michael Campbell

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Rod Doorlag	Construction mgr.	City of Tarpon Springs	(727)916-0845	rdoorlag@ctsfl.us
Designer	Bruno Arriola	Architect	DRMP Engineers	(727)418-1149	barriola@drmp.com
Construction Manager	Rod Doorlag	Construction mgr.	City of Tarpon Springs	(727)916-0845	rdoorlag@ctsfl.us

Project Owner	City of Sanford	Project Name	Lee P. Moore Park Tennis & Pickleball Courts	
General Description of Project	Build two tennis courts & six pickleball courts including shade canopies			
Project Cost	$324,248.00	Date Project	06/15/24 - 09/16/24	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brycen Herman	Tony Adolph	Tony Adolph	Brycen Herman

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Robert Beall	Parks & Rec. Director	City of Sanford	(407)688-5000	robert.beall@sanfordfl.gov
Designer	Jeff Powell	Architect	Powell Studio Architecture	(352)874-2340	info@powellstudioarch.com
Construction Manager	Robert Beall	Parks & Rec. Director	City of Sanford	(407)688-5000	robert.beall@sanfordfl.gov

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Schedule B—Previous Experience with Similar Projects

Name of Organization	Qualis General Contractors, LLC.			
Project Owner	City of Lake Alfred	Project Name	Central Park Basketball Courts	
General Description of Project	Build four new basketball courts			
Project Cost	$265,456.00	Date Project	07/24/24 - 10/18/24	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brycen Herman	Glenn Ayars	Glenn Ayars	Brycen Herman

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Emily Deal	Parks & Rec. Director	City of Lake Alfred	(863)291-5272	edeal@mylakealfred.com
Designer	N/A				
Construction Manager	Emily Deal	Parks & Rec. Director	City of Lake Alfred	(863)291-5272	edeal@mylakealfred.com

Project Owner	Putnam County BOCC	Project Name	Interlachen Fire Station Addition & Renovation	
General Description of Project	2,500 sq. ft. addition and 1944 sq. ft. renovation of fire station			
Project Cost	$899,053.00	Date Project	01/02/24 - 08/31/24	
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name	Brycen Herman	Glenn Ayars	Glenn Ayars	Brycen Herman

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner	Clu Wright	Construction mgr.	Putnam County BOCC	(386)937-0066	clu.wright@putnam-fl.gov
Designer	Joe Neuhmeier	Architect	CRG Architects	(386)325-0213	crgarchitects@comcast.net
Construction Manager	Clu Wright	Construction mgr.	Putnam County BOCC	(386)937-0066	clu.wright@putnam-fl.gov

Project Owner		Project Name		
General Description of Project				
Project Cost		Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name				

Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)

	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2025

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PRODUCER

Affordable Contractors Insurance, LLC
8501 N Scottsdale Rd Suite 270

Paradise Valley AZ 85253

CONTACT NAME: Sean O'Keefe
PHONE (A/C, No, Ext): (888) 652-4513 **FAX (A/C, No):** (888) 274-7438
E-MAIL ADDRESS: info@acisaves.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BERKLEY ASSUR CO	39462
INSURER B : RICHMOND NATIONAL INS CO	17103
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Qualis General Contractors, LLC
17803 Green Willow Drive

Tampa FL 33647

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X	X	VUMA0395290	06/20/2025	06/20/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	RN-7-0512062	06/19/2025	06/19/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2025

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PRODUCER
Risk Transfer Insurance Agency, LLC
200 S. Orange
Ste. 750
Orlando, FL 32801

CONTACT NAME: Admin - 1 (800) 718-7552 Ext.4550
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: certs@peopaygo.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Service American Indemnity Company	39152
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
OCMI III, Inc dba PEOPayGo
225 E Dania Beach Blvd, Suite 120
Dania Beach, FL 33004
United States

COVERAGES **CERTIFICATE NUMBER:** J9ZNYV78 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			RT25MWC7470174004	01/01/2025	01/01/2026	X PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$
								$
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Officer(s) for OCMI III, Inc. is/are not included under the Workers' Compensation policy listed above as marked "Y".

Coverage provided for all leased employees but not subcontractors of: Qualis General Contractors, LLC (added 4/14/2022)(termed 9/18/2022)(reinstated 11/01/2022)

CERTIFICATE HOLDER

QUALIS GENERAL CONTRACTORS, LLC
17803 GREEN WILLOW DR.
TAMPA, FL 33647

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER BIBERK PO Box 3300 Wilkes-Barre PA 18773 United States	CONTACT NAME: PHONE (A/C. No. Ext): 844-472-0967 FAX (A/C. No): 203-654-3613 E-MAIL ADDRESS: CustomerService@biBERK.com
INSURED Qualis General Contractors LLC 17803 Green Willow Dr Tampa FL 33647 United States	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Berkshire Hathaway Direct Insurance Company — 10391 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS – COMP/OP AGG	$
	OTHER:							$
A	**AUTOMOBILE AUTHORITY** ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS	X		0058460-01-CA	04/10/2025	04/10/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000.00 $N/A $N/A $N/A
	UMBRELLA LIAB OCCUR **EXCESS LAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E. L. EACH ACCIDENT E. L. DISEASE – EA EMPLOYEE E. L. DISEASE – POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

HERMAN, BRYCEN EVERETT

QUALIS GENERAL CONTRACTORS LLC
17803 GREEN WILLOW DR.
TAMPA FL 33647

LICENSE NUMBER: CGC1527818

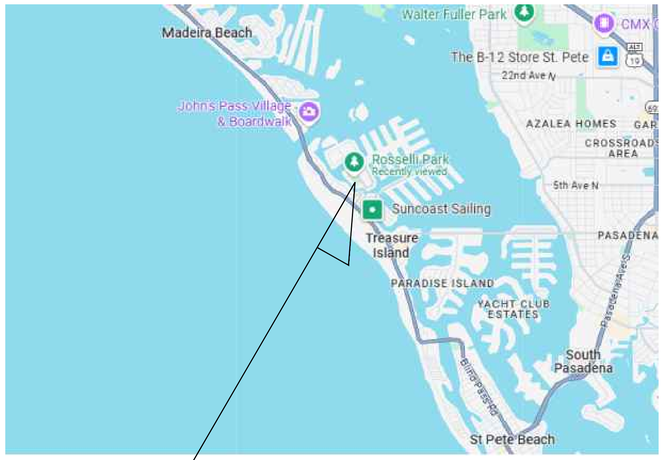
EXPIRATION DATE: AUGUST 31, 2026

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ISSUED: 07/24/2025

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PROJECT LOCATION

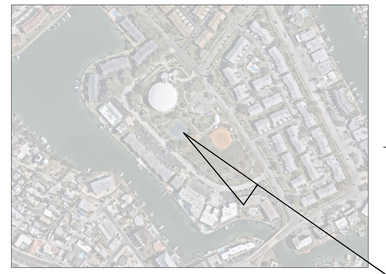
PLANS PREPARED FOR

ROSSELLI PARK PICKLEBALL COURTS

2ND STREET EAST
TREASURE ISLAND, FLORIDA 33706

PARCEL ID
14-31-15-13248-006-0002
SECTION: 14 TOWNSHIP: 31 RANGE: 15

CITY OF TREASURE ISLAND



SITE

AERIAL MAP
SCALE: 1" = 400'-0"

LEGAL DESCRIPTION:

BLOCK F, CAPRI ISLE, BLOCKS C, D, E, F, I AND A REPLAT OF BLOCKS H & G, AS RECORDED IN PLAT BOOK 39, PAGES 3, 4, & 5, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LESS THAT PORTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF COMPOUND CURVE ON THE WESTERLY RIGHT OF WAY LINE OF SECOND STREET EAST, A 100 FOOT RIGHT OF WAY, SAID POINT ALSO BEING 50.23 FEET NORTHWESTERLY OF THE CENTERLINE OF CAPRI CIRCLE, A 60 FOOT RIGHT OF WAY; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE BY THE ARC OF A CURVE TO THE LEFT, RADIUS 4500 FEET, ARC 314.93 FEET, CHORD N. 34°21'28" W. 314.87 FEET; THENCE S. 49°49'55" W, 288.94 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CAPRI CIRCLE SOUTH AT A POINT ON A CURVE; THENCE ALONG SAID RIGHT OF WAY LINE BY THE ARC OF A CURVE TO THE LEFT, RADIUS 4300 FEET, ARC 164.84 FEET, CHORD N. 49°29'10" E. 164.83 FEET TO A POINT OF COMPOUND CURVE; THENCE CONTINUING ALONG SAID RIGHT OF WAY BY THE ARC OF A CURVE TO THE LEFT, RADIUS 200 FEET, ARC 248.28 FEET, CHORD S. 86°08'52" E. 232.64 FEET TO A POINT OF TANGENCY: THENCE N. 58°17'21" E. ALONG SAID RIGHT OF WAY LINE 40.77 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, RADIUS 20 FEET, ARC 31.74 FEET, CHORD N. 12°58'10" W. 28.44 FEET TO THE POINT OF BEGINNING.

CONTAINING 150,204.452 SQUARE FEET OR 3.448 ACRES MORE OR LESS.

SHEET #	DESCRIPTION
C-0	COVER SHEET
TM-100	TREE REMOVAL PLAN
S-100	TOPOGRAPHIC & TREE SURVEY
D-100	DEMOLITION PLAN
H-100	SITE PLAN
H-101	PICKLEBALL COURT LAYOUT PLAN
H-150	PICKLEBALL COURT DETAILS
H-151	PICKLEBALL COURT DETAILS
H-152	PICKLEBALL COURT DETAILS
H-153	PICKLEBALL COURT DETAILS
C-100	GRADING STRATEGY PLAN
SF-100	SITE FURNISHING & FENCING PLAN
SF-150	SITE FURNISHING & FENCING DETAILS

LIST OF CONTACTS

LOCATION SERVICES
FLORIDA ONE-CALL - 811

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
DAVID FLANAGAN, P.L.A.
200 CENTRAL AVENUE, SUITE 600
ST.PETERSBURG, FL 33701
PHONE: (727) 547-3999

PROJECT DESIGN TEAM

LANDSCAPE ARCHITECT
KIMLEY-HORN AND ASSOCIATES, INC.
DAVID FLANAGAN, P.L.A.
200 CENTRAL AVENUE, SUITE 600
ST.PETERSBURG, FL 33701
PHONE: (727) 547-3999

APPROVAL STAMPS:

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ST. PETERSBURG, FL 33701
PHONE: 727-547-3999
WWW.KIMLEY-HORN.COM CA 0000035106

LICENSED PROFESSIONAL: DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER: LA0001495
DATE:

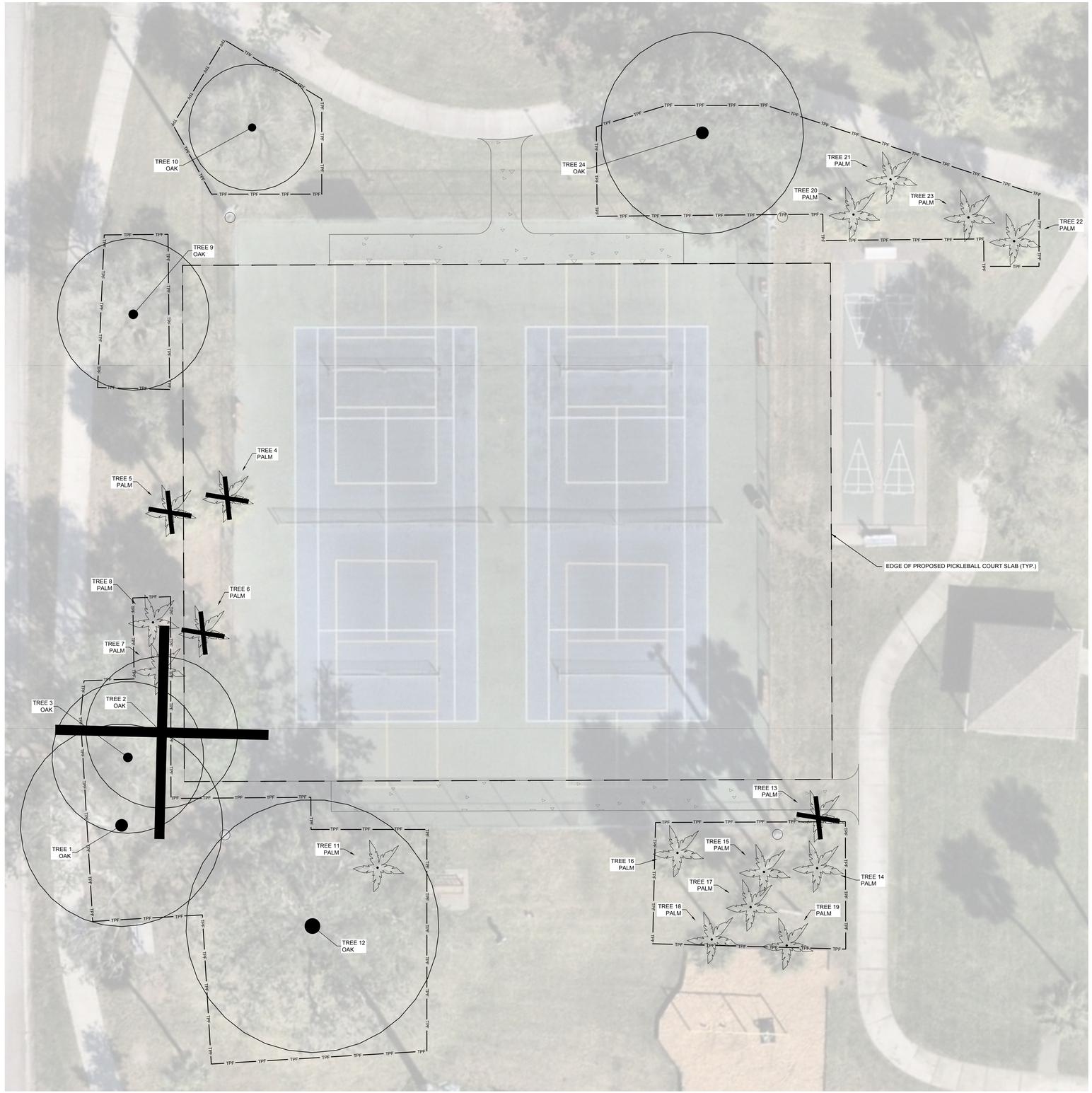
SCALE: AS SHOWN
DESIGNED BY: KHA
DRAWN BY: KHA
CHECKED BY: DJF

COVER SHEET

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
TREASURE ISLAND FLORIDA

DATE: AUGUST 2025
PROJECT NO.: 145139010
SHEET NUMBER: C-0

Plotted By: Green, RJ Sheet Set: Kha Layout: COVER September 22, 2025 10:26:31am K:\STP_LALP\145139010 - Rosselli Park\CADD\PlanSheets\Cover Sheet.dwg
This set is signed and sealed and the electronic files have been authenticated in accordance with Rule 61G15-23.003, F.A.C. The signing engineer or surveyor makes no guarantee as to the completeness or accuracy of these files after they have been transferred to other formats. Printed copies of these files are not considered signed and sealed and the signature must be verified on any electronic files. Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc. for damages resulting therefrom.
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SYMBOL KEY:

- EXISTING TREE TO BE PRESERVED
- EXISTING TREE TO BE REMOVED
- EXISTING PALM TO BE PRESERVED
- EXISTING PALM TO BE REMOVED
- TREE PROTECTION FENCING

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

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LICENSED PROFESSIONAL
DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

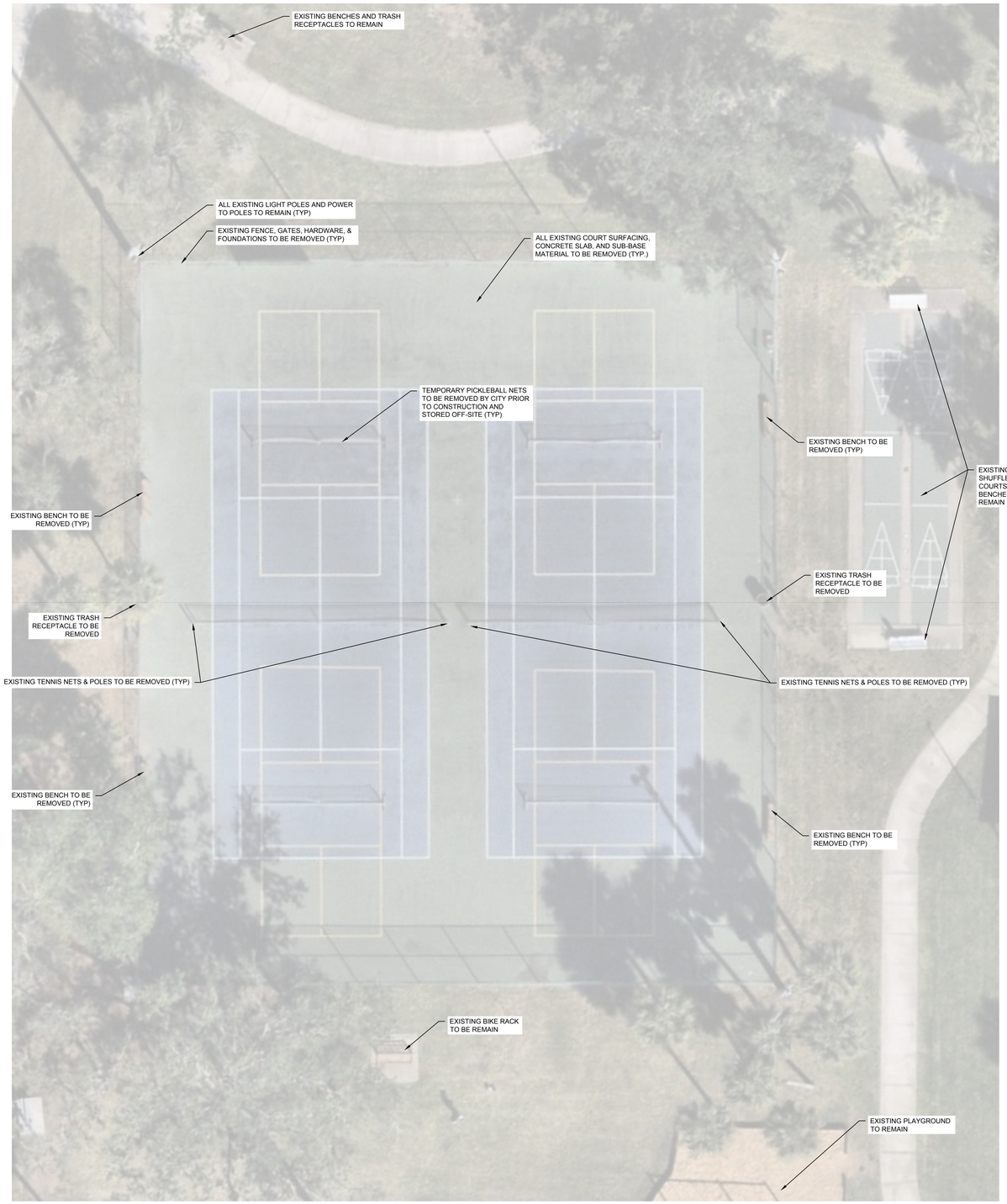
SCALE: AS SHOWN
DESIGNED BY: KHA
DRAWN BY: KHA
CHECKED BY: DJF

TREE REMOVAL PLAN

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
FLORIDA
TREASURE ISLAND

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
TM-100

Plotted By:Green, RJ Sheet Set:Kha Layout: TM-100 September 22, 2025 10:26:52am K:\STP_LALP\145139010 - Rosselli Park\CADD\PlanSheets\TM-100 Tree Removal Plan.dwg
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ITEMS FOR REMOVAL:

1. EXISTING BENCHES ON TENNIS COURTS TO BE REMOVED.
2. EXISTING TRASH RECEPTACLES ON TENNIS COURTS TO BE REMOVED.
3. EXISTING TENNIS NETS, POLES, SLEEVES, ETC. TO BE REMOVED.
4. EXISTING COURT SURFACING, CONCRETE SLAB, AND SUB-BASE MATERIALS TO BE REMOVED.
5. EXISTING FENCE, GATES, HARDWARE, AND FOUNDATIONS TO BE REMOVED.

ITEMS TO REMAIN:

1. EXISTING BENCHES AND TRASH RECEPTACLES ON ADJACENT CONCRETE TRAIL TO REMAIN.
2. EXISTING SHUFFLEBOARD COURTS AND ASSOCIATED SITE FURNITURE TO REMAIN.
3. EXISTING BIKE RACKS TO REMAIN.
4. EXISTING PLAYGROUND TO REMAIN.
5. ALL EXISTING LIGHT POLES AND POWER SOURCES TO REMAIN.

NOTE:

1. CITY OF TREASURE ISLAND TO PROVIDE ANY REPLACEMENT LANDSCAPE AS REQUIRED BY CODE. (NOT PART OF THIS CONTRACT)
2. TREE PROTECTION FENCING SHALL BE INSTALLED AROUND THE CRITICAL ROOT ZONE OF ALL EXISTING TREES TO REMAIN.

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

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SUNSHINE STATE ONE CALL OF FLORIDA, INC.

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ST. PETERSBURG, FL 33701
PHONE: 727-547-4800
WWW.KIMLEY-HORN.COM CA 0000035106

LICENSED PROFESSIONAL
DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

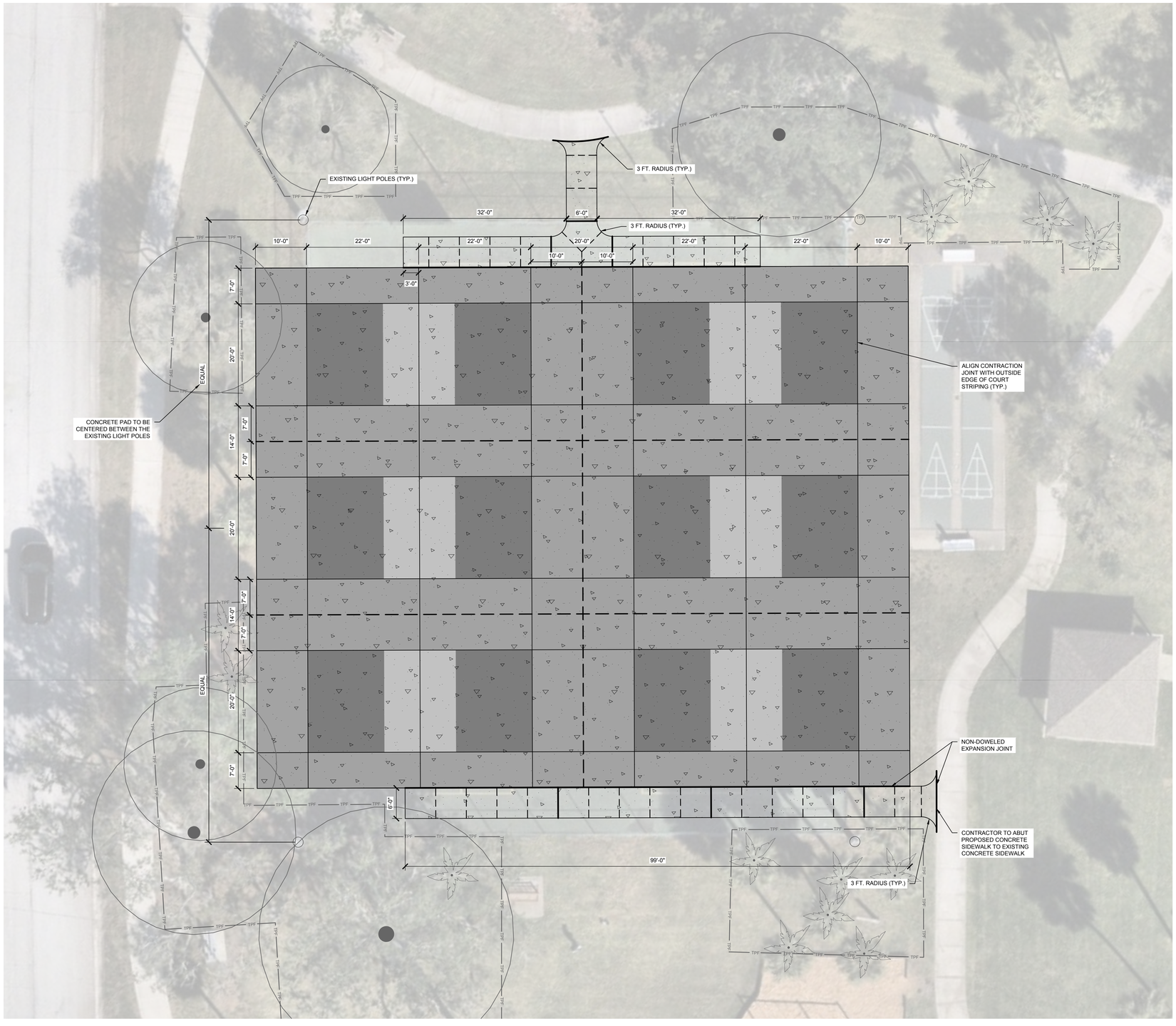
SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY DJF

DEMOLITION PLAN

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
TREASURE ISLAND FLORIDA

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
D-100

Plotted By:Green, RJ Sheet Set:Kha Layout:DEMO September 22, 2025 10:27:05am K:\STP_LALP\145139010 - Rosselli Park\CADD\PlanSheets\D-100 DEMOLITION PLAN.dwg
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SURFACING LEGEND:

PROPOSED CONCRETE

JOINTING LEGEND:

SYMBOL	DESCRIPTION	DETAIL
	CONTRACTION JOINT	2 / H-151
	NON-DOWELED EXPANSION JOINT	2 / H-151
	DOWELED EXPANSION JOINT	2 / H-151
	SAWCUT JOINT	2 / H-151

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

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PHONE: 727-547-4800
WWW.KIMLEY-HORN.COM CA 0000035106

LICENSED PROFESSIONAL
DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY DJF

SITE PLAN

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
FLORIDA
TREASURE ISLAND

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
H-100

Plotted By:Green, RJ Sheet Set:Kho Layout:SITE PLAN September 22, 2025 10:27:25am K:\STP_LALP\145139010 - Rosselli Park\CADD\PlanSheets\H-100 SITE PLAN.dwg
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REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	DETAIL
CONCRETE		
P-101	3,000 PSI CONCRETE SIDEWALK LIGHT BROOM FINISH ADA COMPLIANT	1/H-151
P-103	SPORTMASTER SPORT SURFACE PREMIUM ACRYLIC FINISH COLOR TO BE LIGHT BLUE	1/H-152
P-104	SPORTMASTER SPORT SURFACE PREMIUM ACRYLIC FINISH COLOR TO BE ICE BLUE	1/H-152
P-105	SPORTMASTER SPORT SURFACE PREMIUM ACRYLIC FINISH COLOR TO BE LIGHT GREEN	1/H-152
SITE FURNISHINGS		
SF-101	DOUGLAS PREMIER RD-36 PICKLEBALL POST 3" OD INCLUDE HEAVY DUTY SELF-LOCKING WINCH TENSION COLOR TO BE BLACK	2/H-150
SF-102	DOUGLAS PN-30 PICKLEBALL NET 31" X 21'-9" 36" TALL AT SIDELINES 34" TALL AT CENTER COURT ADJUSTABLE CENTER STRAP BALL SHOULD BE ABLE TO ROLL UNDER NET	1/H-150

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

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PHONE: 727-547-4800
WWW.KIMLEY-HORN.COM CA 0000035106

LICENSED PROFESSIONAL
DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY DJF

PICKLEBALL COURT LAYOUT PLAN

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
FLORIDA
TREASURE ISLAND

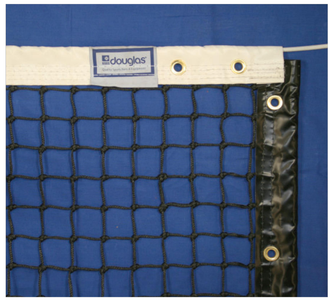
DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
H-101

Plotted By:Green, RJ Sheet Set:Kha Layout:H-101 September 22, 2025 10:27:59am K:\STP_LALP\145139010 - Rosselli Park\CADD\PlanSheets\H-101 PICKLEBALL COURT LAYOUT PLAN.dwg
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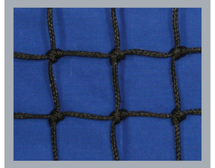
Plotted By:Green, RJ Sheet Set:Kha Layout:DETAILS September 22, 2025 10:27:59am K:\STP_LALP\145139010 - Rosselli Park\CADD\PlanSheets\H-101 PICKLEBALL COURT LAYOUT PLAN.dwg
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Douglas® PN-30 Pickleball Net

ITEM # 20103







SPECIFICATIONS

SIZE
Custom shorter pickleball net size measures 21'9"L x 31"H

HEADBAND
65 oz (20 oz./sq. yd.) 2-Ply vinyl coated polyester headband. Headband is lock-sewn with four rows of #32 white polyester thread. Complete with a vinyl coated, 5/32" galvanized steel cable with 2300# break strength.

NETTING
Netting is 1-3/4" square mesh braided solid core polyethylene, unsurpassed for durability and weather resistance. 3.0 mm netting with 285 lb break strength.

SIDE & BOTTOM TAPE
Vinyl bottom tape and side pockets of headbands are polyester based and won't shrink, mildew or rot when exposed to the elements. Tapes are double lock-stitched with black polyester thread.

INCLUDES
1/2" fiberglass side dowels and lacing cord.

WARRANTY
4 Year Limited

1-800-553-8907
www.douglas-sports.com

31" X 21'-9"
36" HIGH AT SIDELINES
34" HIGH AT CENTER COURT
CENTER STRAP REQUIRED FOR ADJUSTMENT TO 34"
BALL SHOULD BE ABLE TO ROLL UNDER NET AFTER INSTALLATION

1 H-150 DOUGLAS PN-30 PICKLEBALL NET

P-XX2-31

Douglas® Premier™ RD Pickleball Post

GREEN, ITEM # 63070
BLACK, ITEM # 63071

SYSTEM SPECIFICATIONS

These popular round posts provide classic good looks and durability for either indoor or outdoor court applications.

DIMENSIONS
54" in length and sit 36" above court surface

POST
The 3" OD round tennis post is constructed from heavy-duty 11-gauge steel. Systems are finished with a black or forest green baked-on polyester powder coat to resist rust and increase durability. Integrated welded steel lacing rods are included for a professional net installation.

HARDWARE
Internally wound featuring a self-locking gear mechanism. Gears are constructed of plated steel and the small gear is case hardened. Gear housings and caps are made of cast aluminum alloy. Gear function is 30:1 to ensure a smooth, easy operation. Flush mounted gear plate cover and removable handle are chrome plated.

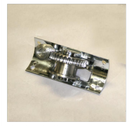
WARRANTY
5 Year Limited



CORRESPONDING GROUND SLEEVES

(GS-24)
(ITEM # 63424)
Round Steel, 24" long, for all 3" OD round posts.




Plated Steel Self Locking Gears


Cast Alluminum Allow Caps


Plated Steel Hardware


Integrated Welded Lacing Rods

1-800-553-8907
www.douglas-sports.com

COLOR: BLACK
INCLUDE HEAVY DUTY SELF-LOCKING WINCH TENSION

2 H-150 DOUGLAS PREMIER RD-36 PICKLEBALL POST

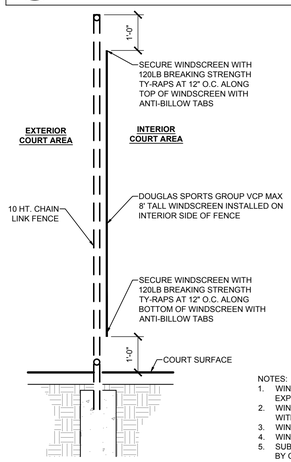
P-XX2-30

22

MANUFACTURER: HAR-TRU (OR APPROVED EQUAL)
MODEL: 10" X 12" COURT NUMBER (BLACK ON WHITE)
PICKLEBALL: COURT NUMBERS 1-6
NOTE: FINAL LOCATIONS TO BE COORDINATED WITH OWNER

3 H-150 COURT NUMBERS

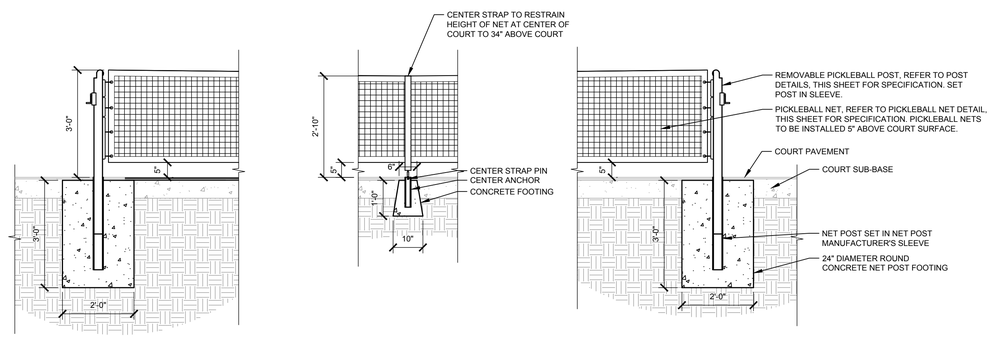
NTS
P-XX2-80



NOTES:
1. WINDSCREEN IS DESIGNED TO BE ROLLED DOWN IN EXPECTED HIGH WIND EVENTS.
2. WINDSCREEN TO BE OPEN MESH POLYPROPYLENE FABRIC WITH AN 85% OPACITY.
3. WINDSCREEN TO BE 8' CUT TO SIZE, ROLLED WINDSCREEN.
4. WINDSCREEN COLOR TO BE BLACK WITH AVR AIR VENT.
5. SUBMIT MATERIALS SAMPLE FOR REVIEW AND APPROVAL BY OWNER.

4 H-150 TYPICAL WINDSCREEN

1/2" = 1'-0"
P-XX2-85



NOTES:
1. COURT SUB-BASE FOR PICKLEBALL COURTS (CONCRETE) TO BE SAW CUT TO ALLOW FOR INSTALLATION OF NEW COURT NET POST AND CENTER STRAP ANCHORS.
2. NETS TO BE TENSIONED TO BETWEEN 175LBS TO 250LBS.

5 H-150 PICKLEBALL / TENNIS NET AND POST INSTALLATION
SECTION

1/2" = 1'-0"
P-XX2-86

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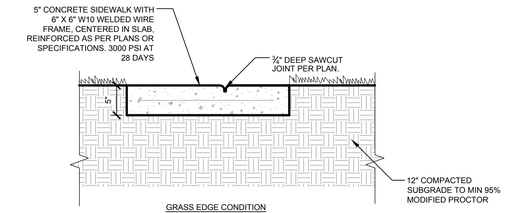
LICENSED PROFESSIONAL
DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY DJF

PICKLEBALL COURT DETAILS

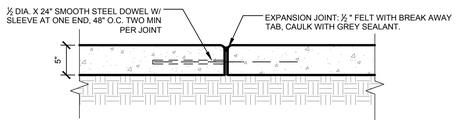
ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
FLORIDA
TREASURE ISLAND

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
H-150



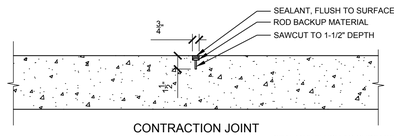
GRASS EDGE CONDITION

CONTROL JOINT

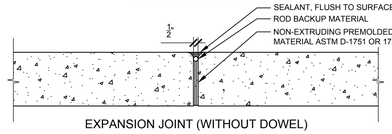


EXPANSION JOINT

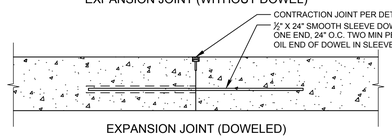
1 H-151 CONCRETE SIDEWALK DETAIL
1" = 1'-0" P-XX2-08



CONTRACTION JOINT



EXPANSION JOINT (WITHOUT DOWEL)

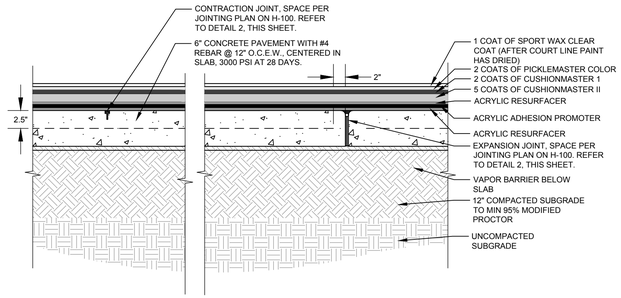


EXPANSION JOINT (DOWELED)

NOTES:

1. COURT SURFACING NOT SHOWN ABOVE. REFER TO DETAIL 4, THIS SHEET FOR COURT SURFACING TREATMENT OVER JOINTS AND CONCRETE REINFORCEMENT.
2. REFER TO H-100 FOR JOINT LOCATIONS.

2 H-151 CONCRETE COURT JOINTS
1 1/2" = 1'-0" P-XX2-84



NOTES:

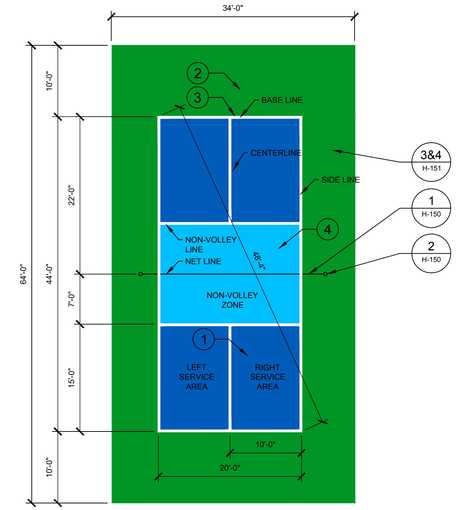
1. COURT TO BE FLOODED TO LOCATE DEPRESSIONS AND IRREGULARITY IN GRADING. ALL AREAS, WHICH FORM PUDDLES COVERING A DIME IN DEPTH WILL BE LOCATED AND REPAIRED USING COURT PATCH MATERIALS.
2. COURT SHALL RECEIVE AN APPLICATION OF ACRYLIC RESURFACER TO PROVIDE FILLER AND REDUCE VOIDS. THE RESURFACER SHALL BE MIXED AND SQUEEGEE APPLIED PER MANUFACTURER SPECIFICATIONS.
3. ACRYLIC ADHESION PROMOTER SHALL BE APPLIED BY ROLLER, SPRAY, OR BROOM PER THE MANUFACTURER SPECIFICATIONS.
4. ONE COAT OF ACRYLIC RESURFACER SHALL BE SQUEEGEE APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
5. FIVE COATS OF CUSHIONMASTER II SHALL BE SQUEEGEE APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
6. TWO COATS OF CUSHIONMASTER 1 SHALL BE SQUEEGEE APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
7. TWO COATS OF PICKLEMASTER SHALL BE SQUEEGEE APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
8. COURT LINES SHALL BE LAID OUT AND HAND TAPED ACCORDING TO THE USAPA (USA PICKLEBALL ASSOCIATION) SPECIFICATIONS.
9. ONE COAT OF STRIPE-RITE ACRYLIC LINE PAINT PRIMER SHALL BE ROLLER OR BRUSH APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
10. TWO COATS OF TEXTURED WHITE LINE PAINT SHALL BE ROLLER OR BRUSHED APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. TAPE SHALL BE REMOVED AS SOON AS WHITE LINE PAINT HAS DRIED.

3 H-151 PREMIUM PROCUSHION PICKLEBALL COURT SURFACE (NEW)
SECTION NTS

HARD COURT SURFACE FINISH LEGEND

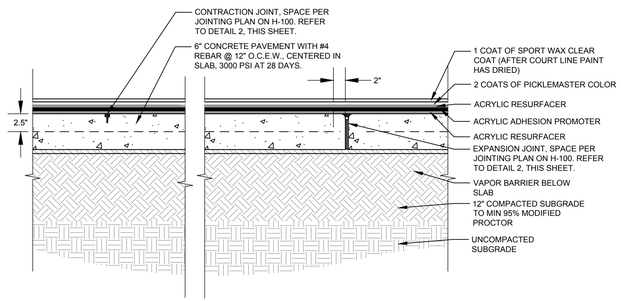
KEY	LOCATION	COLOR
1	INNER COURT	LIGHT BLUE
2	OUTER COURT	LIGHT GREEN
3	LINE PAINT	WHITE
4	NON-VOLLEY ZONE	ICE BLUE

NOTE: FINAL COLOR SELECTION BY OWNER. PROVIDE COLOR SAMPLES FOR REVIEW AND SELECTION



NOTES:
1. ALL DIMENSIONS ARE TO THE OUTSIDE EDGE OF THE PLAYING LINE, WITH THE EXCEPTION OF THE CENTER LINES WHICH ARE MEASURED OUT TO CENTER.
2. ALLOW EXTRA 3" FOR EACH FENCELINE.

4 H-151 PICKLEBALL COURT LAYOUT (HARD COURT)
1" = 10' P-XX2-89



NOTES:

1. COURT TO BE FLOODED TO LOCATE DEPRESSIONS AND IRREGULARITY IN GRADING. ALL AREAS, WHICH FORM PUDDLES COVERING A DIME IN DEPTH WILL BE LOCATED AND REPAIRED USING COURT PATCH MATERIALS.
2. COURT SHALL RECEIVE AN APPLICATION OF ACRYLIC RESURFACER TO PROVIDE FILLER AND REDUCE VOIDS. THE RESURFACER SHALL BE MIXED AND SQUEEGEE APPLIED PER MANUFACTURER SPECIFICATIONS.
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7. ONE COAT OF STRIPE-RITE ACRYLIC LINE PAINT PRIMER SHALL BE ROLLER OR BRUSH APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS.
8. TWO COATS OF TEXTURED WHITE LINE PAINT SHALL BE ROLLER OR BRUSHED APPLIED IN ACCORDANCE WITH MANUFACTURER SPECIFICATIONS. TAPE SHALL BE REMOVED AS SOON AS WHITE LINE PAINT HAS DRIED.

5 H-151 ALTERNATE NON-CUSHIONED PICKLEBALL COURT SURFACE (NEW)
SECTION NTS

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LICENSED PROFESSIONAL
DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY DJF

PICKLEBALL COURT DETAILS

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
FLORIDA
TREASURE ISLAND

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
H-151

Plotted By:Green, RJ Sheet Set:kha Layout:DETAILS (2) September 22, 2025 10:28:02am K:\STP_LALP\145139010 - Rosselli Park\CADD\PlanSheets\H-101 PICKLEBALL COURT LAYOUT PLAN.dwg
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SportMaster SPORT SURFACES — Engineering Spec Sheet

Specifications for applying
SPORTMASTER PROCUSHION SYSTEM
over Concrete Court Surfaces

CMT-53
REVISED 02/22

PRODUCT NAME
SportMaster ProCushion System over concrete court surfaces.

DISTRIBUTION LOCATIONS
SportMaster products are distributed through a world-wide network of stores and distributors. Call (800)395-7325 or visit www.sportmaster.net to find a location near you.

1. SCOPE:

1.1
The following specifications pertain to the application of the SportMaster ProCushion System over concrete court surfaces. Refer to Product Technical Data sheets for specific mixing and application instructions.

1.2
SportMaster color coating systems are designed for use on properly built sport surfaces. Refer to the American Sports Builders Association for recommended guidelines on construction of court surfaces.

1.3
The concrete surface must be constructed with a suitable vapor barrier beneath the slab and adequate perimeter drainage to prevent moisture accumulation beneath the surface.

2. SURFACE PREPARATION:

2.1
New concrete surfaces must cure 28 days. Concrete surfaces should have a medium broom finish or similar roughened texture. They must never be steel troweled. If using a shot blaster to achieve texture, a shot blast profile of CSP 3 or 4 is recommended.

2.2
Thoroughly remove all dust, dirt, debris and loose materials.

2.3
Etch concrete surface with muriatic or phosphoric acid solution. Rinse clean with water after etching is complete.

2.4
Fill all cracks with SportMaster CrackMagic, Acrylic Crack Patch, Acrylic Patch Binder or other suitable crack fillers.

2.5
Repair spalled areas and level depressions or "bird baths" (1/8 inch or deeper) with SportMaster Acrylic Patch Binder or Acrylic Resurfacer patching mix.

2.6
Apply SportMaster Acrylic Adhesion Promoter or suitable primer over new or uncoated surfaces.

2.7
Apply one (1) or more coats of Acrylic Resurfacer to provide a smooth underlayment for application of the SportMaster ProCushion System.

3. APPLICATION OF PROCUSHION SYSTEM LAYERS:

3.1
Over properly prepared surface, ~~apply (3) coats of CushionMaster II followed by (2) coats of CushionMaster I for the standard ProCushion system.~~ For the premium ProCushion system, apply (5) coats of CushionMaster II followed by (2) coats of CushionMaster I.

4. APPLICATION OF SPORTMASTER COLOR SYSTEM:

4.1
Over properly prepared cushion layers, apply a minimum of two coats of the SportMaster Color Coating System in accordance with manufacturer's mixing and application instructions.

5. LINE MARKINGS:

5.1
Line markings shall be laid out according to the relevant sport organization instructions.

5.2
After masking tape has been laid, apply SportMaster Stripe Rite line primer to seal voids between masking tape and court surface to prevent "bleed under" when SportMaster Line Paint is applied.

1 H-152 — SPORTMASTER PROCUSHION SYSTEM APPLICATION — P-XX2-94

SportMaster SPORT SURFACES — Engineering Spec Sheet

Specifications for applying
SPORTMASTER PROCUSHION SYSTEM
over Concrete Court Surfaces

CMT-53
REVISED 02/22

5.3
Apply a minimum of one coat of SportMaster Line Paint.

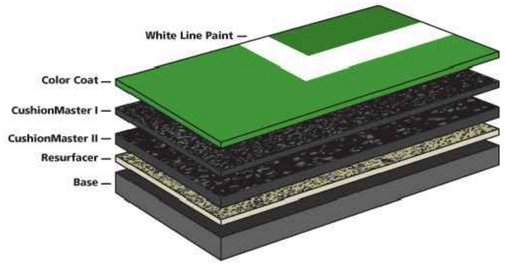
6. GENERAL:

6.1
All work shall be performed in a workman like manner.
All containers and debris shall be removed from job when completed.

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ThorWorks Industries, Inc.
P.O. Box 2277
Sandusky, OH 44870

Phone: 1-800-326-1994
FAX: 1-419-626-5477
www.sportmaster.net



SportMaster SPORT SURFACES — Technical Data Sheet

CRACK MAGIC

CMT-9
REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS
Crack Magic is a 100% acrylic elastomeric crack sealant designed for sealing cracks in asphalt and concrete pavement sport surfaces. It provides a protective barrier against moisture intrusion into pavement surfaces. Crack Magic is both economical and easy to use.

USES
Crack Magic is designed for filling cracks up to 1/2" wide in asphalt or concrete pavement. Ideal for use in concrete expansion joints.

COMPOSITION
Crack Magic is a 100% acrylic elastomeric crack sealant fortified with fibers and select mineral fillers.

SIZES
Crack Magic is available in one-gallon pails.

COLOR
Available in green, red, and neutral colors.

Chemical & Physical Analysis	
Classification.	100% Acrylic Emulsion
Weight per gallon @ 77°F	Approx. 8.8 ± .5 lbs.
Color	Dark Gray to Black when dry
Non-Volatiles (%)	Approx. 61 ± 5%
Drying Time	Dependant upon filler depth
Adhesion & Resistance to Water	Non Penetration or Loss of Adhesion
Resistant to Heat	No Blistering or Sagging
Flexibility	No Cracking or Flaking
Resistance to Impact.	No Chipping, Flaking, or Cracking
Effects of Accelerated Weathering	PASSES

LIMITATIONS
Crack Magic shall not be applied when temperature is expected to drop below 50°F at any time within a 24 hour period immediately following application.

TECHNICAL DATA
Environmental Considerations: Crack Magic is a non-hazardous environmentally friendly waterbased crack sealant containing less than 50 grams per liter volatile organic content (VOC).

PHYSICAL/CHEMICAL PROPERTIES
Crack Magic meets the following material requirements when tested in accordance with ASTM C661, ASTM C719, ASTM C793, ASTM C794, ASTM D4758. (See chart).

INSTALLATION
Cracks must be cleaned of all dirt, debris, and vegetation prior to application of crack sealant.

METHODS
One Gallon Pails: Apply crack sealant with putty knife or trowel.

MIXING PROCEDURES
Crack Magic is a ready-to-use product. Do not dilute. Neutral Crack Magic can be tinted with ColorPlus pigment dispersion to achieve additional colors.

APPLICATION
Fill cracks completely with crack sealant. Smooth flush to adjoining pavement with putty knife or trowel. Feather edges for smooth transition to playing surface. Allow material to dry before opening to play or applying acrylic sport coatings.

IMPORTANT
Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

ESTIMATING MATERIAL REQUIREMENTS
Coverage is dependent upon depth and width of cracks. Typically, one gallon of Crack Magic will fill approximately 75-150 feet of cracks.

PRECAUTIONS
Both surface and ambient temperature shall be a minimum of 50°F. Temperature shall not drop below 50°F within a 24 hour period following application.

TECHNICAL SERVICES
Manufacturer: Complete product specifications, material safety data sheets, and technical assistance is available from the manufacturer.

Professional Applicators: Your local applicator is available to provide on-site inspections and recommendations to meet your specific needs.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or

2 H-152 — SPORTMASTER CRACK MAGIC APPLICATION — P-XX2-95

SportMaster SPORT SURFACES — Technical Data Sheet

ACRYLIC RESURFACER WITH SAND

CMT-33
REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS
SportMaster Acrylic Resurfacer With Sand is a 100% acrylic emulsion with sand designed for filling and smoothing asphalt or concrete surfaces in preparation for SportMaster color coating systems.

USES
Tennis courts, basketball courts, pickleball courts, and other asphalt or concrete surfaces.

COLOR
Black.

Product Data	
Odor	Slight Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year
Colors	Black

SURFACE PREPARATION
Asphalt: New asphalt surfaces must cure 14-30 days prior to application. Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. Repair of pavement surface defects, depressions and cracks should be complete prior to application.

Concrete: New concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium broom finish or similar roughened texture. Etch surface with phosphoric or muriatic acid and rinse thoroughly with water. Allow concrete to dry completely before applying Acrylic Adhesion Promoter.

MIXING PROCEDURES
Patching: For Patching and filling depressions, Acrylic Resurfacer With Sand may be modified with sand and cement using the following mix design:

Acrylic Resurfacer with Sand.....10 gallons
Water.....3 gallons
Sand.....40 pounds
Cement.....1 gallon
(always mix cement thoroughly with a small amount of water before adding to patch mix).

For applying patch mix, you'll need a straight edge or screed bar (Metal, wooden, aluminum, etc.) that is wider than the depression area that will be patched. Apply large amount of patch material at one end of the depression and use the straight edge to screed and smooth material across the depression. Feather the edges of the patch material with a hand trowel or squeegee to assure a smooth patch. Allow patch to cure 24 hours. If shrinkage cracks occur when patch dries, simply apply another coat of patch mix with a squeegee. This will fill in and eliminate shrinkage cracks. Once patch mix has thoroughly cured (atleast 24 hours) sanding or grinding may be required to provide a smooth patch finish.

Coating: When applying Acrylic Resurfacer With Sand as a coating, use the following mix design:

Drum Mix.....55 gallons
Water.....22 gallons

Acrylic Resurfacer with Sand.....30 gallons
Water.....12 gallons

Apply Acylic Resurfacer With Sand as a coating using a soft rubber squeegee. Allow to dry. Scrape all rough spots and ridges before applying the next coat. Apply one or two coats, depending on surface porosity and condition. Two coats are recommended on new or uncoated asphalt.

IMPORTANT
Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME
30 to 60 minutes under optimum drying conditions.

COVERAGE
Yield calculations are based on undiluted gallons of SportMaster Acrylic Resurfacer With Sand and will vary according to surface texture and porosity within the limits below: Each coat requires .11 to .13 gallons per square yard.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY
The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices.

3 H-152 — ACRYLIC RESURFACER W/ SAND APPLICATION — P-XX2-96

SportMaster SPORT SURFACES — Technical Data Sheet

CUSHIONMASTER II

CMT-22
REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS
CushionMaster II is designed as the base layer for the SportMaster Pro Cushion System. CushionMaster II features coarse rubber particles for higher cushion build.

USES
Tennis courts or any other asphalt or suitable concrete recreational surface as a resilient course for SportMaster Systems.

COLOR
Black when dry.

Chemical Characteristics	
	% Weight (Nominal)
Acrylic Emulsion (60% Non Volatile)	36.12
Organic Filler Material	14.88
Mineral Inert Fillers	17.31
Miscellaneous Additives	4.22
Water	27.47

Product Data	
Type	Acrylic Emulsion
Weight per gallon at 77°F	9.59 ± .5 lbs.
% Non Volatile Material	55.92 ± 5
Odor	Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year

SURFACE PREPARATION
As with a standard SportMaster System, surface preparation is extremely important. The surface must be smooth and level. All pavement repairs must be flush with the surrounding surface. The pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials.

• New asphalt surfaces must cure 14-30 days prior to application. Newly cured or rough textured asphalt surfaces should first be coated with Acrylic Resurfacer (Technical Bulletin CMT-3). Acrylic Resurfacer should be applied on existing Acrylic surfaces to provide texture and ensure consistent application of the rubber granules.

• New Concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium broom finish or similar roughened texture. They must never be steel trowelled. Etch surface with phosphoric acid and apply SportMaster Acrylic Adhesion Promoter.

MIXING PROCEDURES
Cushion Master II.....55 gallons
Water.....13-14 gallons

Cushion Master II.....30 gallons
Water.....7-8 gallons

APPLICATION
Use a soft rubber squeegee. Do not apply until preceding coat has dried. Three coats of CushionMaster II followed by two coats of CushionMaster I are required for standard resiliency. Addtional coats may be applied for added resiliency. Can also be sprayed with Dual Diaphragm Pump System.

IMPORTANT
Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use. On outdoor concrete surfaces, assure adequate and functional perimeter drains as well as a sound vapor barrier beneath the slab.

DRYING TIME
3 to 4 hours under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE
0.15 gallons per square yard per coat. Yield is based on undiluted gallons.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY
The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices. Manufacturer does not make, nor does it authorize any agent or representative to make any warranty, express

4 H-152 — CUSHIONMASTER II APPLICATION — P-XX2-97

SportMaster SPORT SURFACES — Technical Data Sheet

CUSHIONMASTER 1

CMT-23
REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS
CushionMaster I is designed as a secondary layer to be applied following coats of CushionMaster II, as part of the SportMaster Pro Cushion System. CushionMaster I features fine rubber particles for smooth texturing.

USES
Tennis courts or any other asphalt or suitable concrete recreational surface as a resilient course for SportMaster Systems.

COLOR
Black when dry.

Chemical Characteristics	
	% Weight (Nominal)
Acrylic Emulsion (60% Non Volatile)	36.12
Organic Filler Material	14.88
Mineral Inert Fillers	17.31
Miscellaneous Additives	4.22
Water	27.47

Product Data	
Type	Acrylic Emulsion
Weight per gallon at 77°F	9.59 ± .5 lbs.
% Non Volatile Material	55.92 ± 5
Odor	Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year

SURFACE PREPARATION
• As with a standard SportMaster System, surface preparation is extremely important. The surface must be smooth and level. All pavement repairs must be flush with the surrounding surface. The pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials.

• New asphalt surfaces must cure 14-30 days prior to application. Newly cured or rough textured asphalt surfaces should first be coated with Acrylic Resurfacer (Technical Bulletin CMT - 3).

• New Concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium broom finish or similar roughened texture. They must never be steel trowelled. Etch surface with phosphoric acid and apply SportMaster Acrylic Adhesion Promoter.

MIXING PROCEDURES
Cushion Master I.....55 gallons
Water.....13-14 gallons

Cushion Master I.....30 gallons
Water.....7-8 gallons

APPLICATION
Use a soft rubber squeegee. Do not apply until preceding coat has dried. Three coats of CushionMaster II followed by two coats of CushionMaster I are required for standard resiliency. Additional coats may be applied for added resiliency. Can also be sprayed with Dual Diaphragm Pump System.

IMPORTANT
Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use. On outdoor concrete surfaces, assure adequate and functional perimeter drains as well as a sound vapor barrier beneath the slab.

DRYING TIME
Thirty to sixty (30 to 60) minutes under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE
0.10 to 0.12 gallons per square yard per coat. Yield is based on undiluted gallons.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY
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5 H-152 — CUSHIONMASTER 1 APPLICATION — P-XX2-98

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LICENSED PROFESSIONAL
DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY DJF

PICKLEBALL COURT DETAILS

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
TREASURE ISLAND FLORIDA

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
H-152

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811 Know what's below. Call before you dig.
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Plotted By:Green, RJ Sheet Set:Kiva Layout:DETAILS (3) September 22, 2025 10:28:04am K:\STP_LALP\145139010 – Rosselli Park\CADD\PlanSheets\H-101 PICKLEBALL COURT LAYOUT PLAN.dwg
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SportMaster SPORT SURFACES

Technical Data Sheet

PICKLEMASTER

CMT-61

REVISED 07/20

PRODUCT DESCRIPTION & BENEFITS
PickleMaster is a specialized coating system designed for use on pickleball court surfaces. The neutral-based coating is designed to be tinted with ColorPlus Pigment Dispersion, resulting in 17 standard color choices and a larger palette of options with the ColorPlus Fusion blends. PickleMaster is factory-textured to provide a safe, non-slip surface with a non-aggressive texture to minimize ball wear.

USES
PickleMaster is a specialized sport surface coating, engineered for the sport of pickleball.

COLOR
Neutral. Desired color is achieved by mixing ColorPlus pigment dispersion with PickleMaster.

Product Data	
Type	Acrylic Emulsion
Pounds per gallon at 77°F	12.5 ± .5
Odor	Slight Ammonia
Flammability	Non-Flammable
Flash Point	None

SURFACE PREPARATION
Pavement surface must be cleaned entirely of dust, dirt, and debris. Repair of pavement surface defects, depressions and cracks must be completed prior to application. All repairs must be flush and smooth to adjoining surfaces.

New asphalt surfaces must cure 14-30 days prior to application. It is recommended that any uncoated asphalt surface receives one or more coats of Acrylic Resurfacer (Technical Bulletin CMT - 3) as required by surface roughness and porosity to provide a smooth, dense underlayment for application of color coatings.

New concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium broom finish or similar roughened texture. Etch surface with muriatic or phosphoric acid and apply SportMaster Acrylic Adhesion Promoter (Technical Bulletin CMT - 21).

MIXING PROCEDURES
Mix in the following order for 55 gallon drum of PickleMaster:
PickleMaster .....55 gallons
ColorPlus.....4 gallons
Water .....20-23 gallons

OFFICIAL SURFACE OF USAPA PICKLEBALL

Mix in the following order for 30 gallon keg of PickleMaster:
Neutral Concentrate .....30 gallons
ColorPlus.....2 gallons
Water .....12-13 gallons

NOTE
Mix thoroughly to ensure complete dispersion of ColorPlus.

APPLICATION
Apply mixed coating with a soft rubber squeegee. A minimum of two coats are recommended.

IMPORTANT
Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

COVERAGE
Yield calculations are based on undiluted gallons of PickleMaster and vary according to surface texture and porosity within the limits below: .07 to .09 gallon per square yard per coat.

DRYING TIME
PickleMaster dries in 30 to 60 minutes under optimum drying conditions. Allow each coat of material to dry thoroughly before applying successive coats. Low ambient or low surface temperature and high humidity increase drying time. Allow coating to cure for 48 hours before opening up for play.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY
The statements made on this technical bulletin are

1 H-153 PICKLEMASTER COLOR COAT APPLICATION P-XX2-99

SportMaster SPORT SURFACES

Technical Data Sheet

STRIPE-RITE

CMT-14

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS
Stripe-Rite is a 100% acrylic clear drying emulsion primer for line striping. Stripe-Rite is applied prior to SportMaster Line Paint to fill the minor voids between the masking tape and the court surface to assure crisp, razor sharp lines.

USES
For priming line markings on any asphalt, concrete or color coated surface.

COLOR
Milky White. Clear when dried.

Chemical Characteristics	
	% Weight (Nominal)
Acrylic Emulsion	38.0
Hiding Pigment	0.0
Mineral Inert Fillers	7.0
Film Formers, Additives	1.5
Water	50.0

Product Data	
Type	Acrylic Emulsion
Pounds per gallon at 77°F	8.9 ± .5
% Non Volatile Material	29 ± 5
Odor	Slight Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year
Colors	Milky White, clear when dry

SURFACE PREPARATION
Pavement Surface must be cleaned of dust, dirt, debris and all loose material.

APPLICATION
Stripe-Rite can be applied by roller or brush. Allow Stripe-Rite to dry completely before applying SportMaster Line Paint.

IMPORTANT
Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME
Thirty to sixty (30 to 60) minutes under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE
500 to 600 lineal feet of 2 inch line per gallon.

CLEAN-UP
Wash tools in water before material dries.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY
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2 H-153 SPORTMASTER STRIPE-RITE APPLICATION P-XX2-00

SportMaster SPORT SURFACES

Technical Data Sheet

TEXTURED WHITE LINE PAINT

CMT-52

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS
Textured White Line Paint is a 100% acrylic emulsion paint fortified with fine sand to provide a texture similar to that of the playing surface.

USES
Line marking on tennis courts, basketball courts, pickleball courts, and other asphalt or concrete pavement surfaces.

COLOR
Available in white.

Product Data	
Type	Acrylic Emulsion
Pounds per gallon at 77°F	.11 ± 1 lbs.
% Non Volatile Material	54 ± 2
Odor	Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year

SURFACE PREPARATION
Pavement surface must be cleaned entirely of dust, dirt, debris and all loose material. If using Textured White Line Paint on a new, uncoated surface, allow adequate curing time before application.

MIXING PROCEDURES
Textured White Line Paint can be rolled or brushed. To assure crisp lines, it is advisable to use a high quality tape to mask lines. Remove tape as soon as Textured White Line Paint has dried.

IMPORTANT
Stir before using. Temperatures must be above 50°F both during application and for a period of at least 24 hours after application. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. On outdoor concrete surfaces, assure adequate and functional perimeter drains as well as a sound vapor barrier beneath the slab.

DRYING TIME
Thirty to sixty (30 to 60) minutes under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE
500 to 600 lineal feet of 2-inch line per gallon.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use.

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3 H-153 TEXTURED WHITE LINE PAINT APPLICATION P-XX2-26

SportMaster SPORT SURFACES

Technical Data Sheet

SPORTWAX CLEAR COAT

CMT-18

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS
Sport Wax is a ready to use, 100% acrylic, clear drying emulsion formulated as a protective top coat for SportMaster Color systems.

USES
Tennis courts, Basketball courts, pickleball courts, and other multi-purpose sport systems.

COLOR
Clear when dry.

Chemical Characteristics	
Classification	Thermoplastic Acrylic Emulsion
Weight per gallon	8.5 ± .5 lbs. per gallon
Flammability	Non-Flammable
Flash Point	None
Storage Life	Keep liquid from freezing
Color	Clear when wet

SURFACE PREPARATION
Surface must be cleaned entirely of dust, dirt, and debris.

MIXING PROCEDURES
Sport Wax is ready to use. DO NOT DILUTE.

APPLICATION
Recommended application is by spray (airless power spray or garden type pump). A roller, brush, or squeegee may also be used. Sport Wax should be applied at the rate of 200-300 sq. ft. per gallon. Do not allow to puddle.

IMPORTANT
Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME
Sport Wax will be dry to the touch in one hour at 72°F.

COVERAGE
A coverage rate of 200-300 sq. ft. per gallon is recommended. Coverage rates may be affected by surface porosity.

CLEAN UP
Wash sprayers, tools, etc. in water before material dries.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

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4 H-153 SPORT WAX CLEAR COAT APPLICATION P-XX2-01

SportMaster SPORT SURFACES

Technical Data Sheet

ACRYLIC ADHESION PROMOTER

CMT-21

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS
Acrylic Adhesion Promoter is a clear drying, one part water based acrylic emulsion. It is designed to prime asphalt and concrete pavement surfaces and promote the adhesion of SportMaster Acrylic Color Coating Products.

COLOR
Milky white, clear when dry.

Chemical Characteristics	
Classification	Acrylic Emulsion
Weight Per Gallon @ 77°F	8.7 ± .5 pounds
Flammability	Non Flammable
Flash Point	None
Storage Life	One Year

SURFACE PREPARATION
Asphalt: Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. Repair of pavement surface defects, depressions and cracks should be complete prior to application.

Concrete: New concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium broom finish or similar roughened texture. Etch surface with phosphoric or muriatic acid and rinse thoroughly with water. Allow concrete to dry completely before applying Acrylic Adhesion Promoter.

MIXING PROCEDURES
Stir thoroughly before using. Apply Acrylic Adhesion Promoter as is. DO NOT DILUTE.

APPLICATION
Use roller, spray, or broom to apply. Apply a thin coat of Acrylic Adhesion Promoter at the rate of 200 - 300 square feet per gallon. Do not leave excess build-up of material on surface. Allow Acrylic Adhesion Promoter to dry completely before applying SportMaster Coating Products.

IMPORTANT
Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME
Forty-Five to Ninety (45 -90) minutes under optimum conditions.

COVERAGE
Approximately 200 - 300 square feet per gallon depending on surface porosity.

CAUTIONS
Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY
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5 H-153 ACRYLIC ADHESION PROMOTER APPLICATION P-XX2-02

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DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

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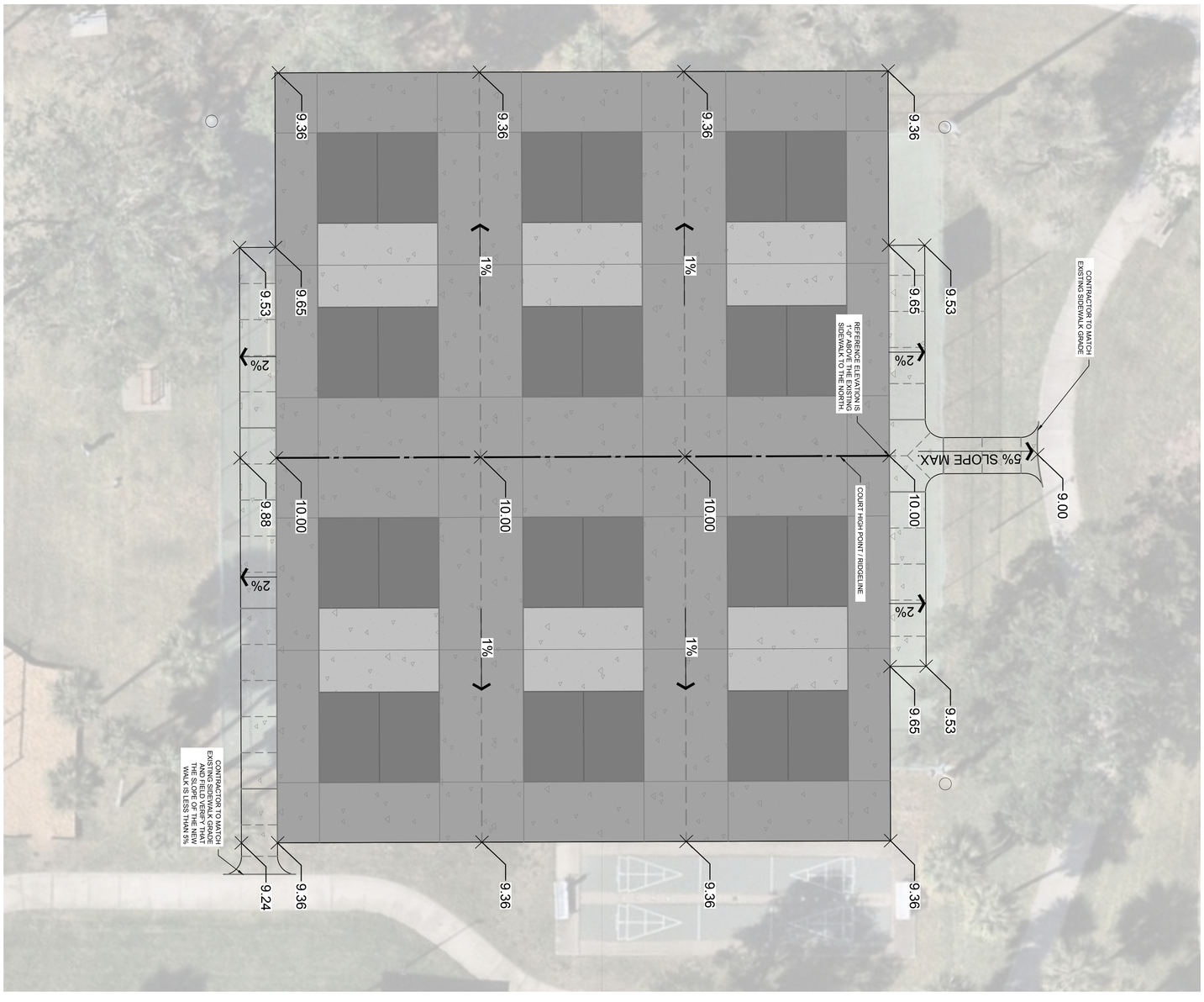
PICKLEBALL COURT DETAILS

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
FLORIDA
TREASURE ISLAND

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
H-153

Plotted By:Green, RJ Sheet Set:Kha Layout:DETAILS (4) September 22, 2025 10:28:07am K:\STP_LALP\145139010 – Rosselli Park\CADD\PlanSheets\H-101 PICKLEBALL COURT LAYOUT PLAN.dwg
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NORTH

C-100
SHEET NUMBER

DATE AUGUST 2025
PROJECT NO. 145139010

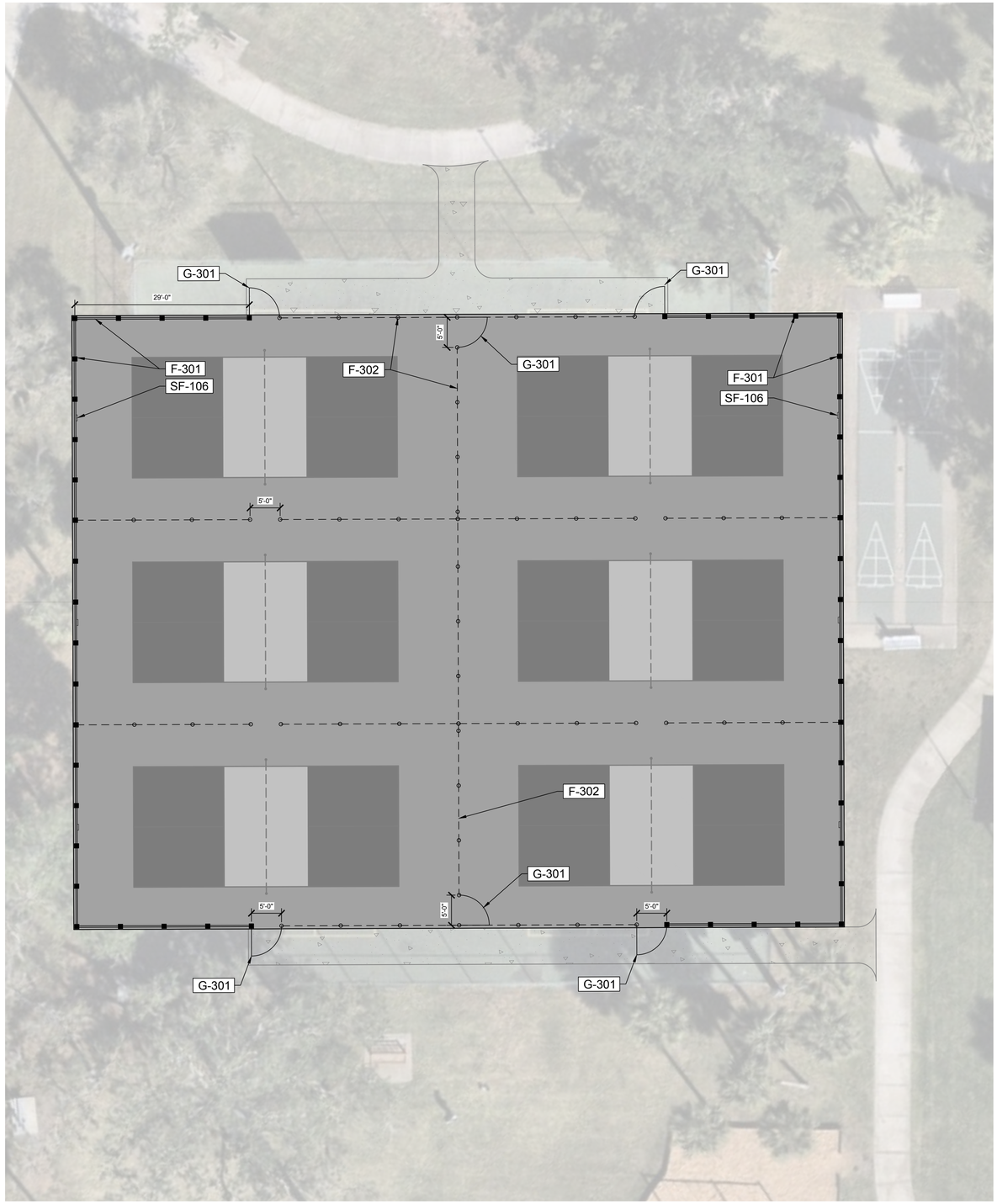
ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
TREASURE ISLAND FLORIDA

GRADING STRATEGY PLAN

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DESIGNED BY KHA
DRAWN BY KHA
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REFERENCE NOTES SCHEDULE

CODE	DESCRIPTION	DETAIL
METAL		
F-301	10' HEIGHT BLACK VINYL COATED CHAIN LINK FENCE 2" DIAMOND FABRIC 9 GUAGE KNUCKLE SELVAGE FINISH INCLUDE TOP AND BOTTOM RAIL, NO MID RAIL	1/SF-150
F-302	3.5' HEIGHT BLACK VINYL COATED CHAIN LINK FENCE 2" DIAMOND FABRIC 9 GUAGE KNUCKLE SELVAGE FINISH INCLUDE TOP AND BOTTOM RAIL. NO MID RAIL.	2/SF-150
GATE		
G-301	5' WIDE BLACK VINYL COATED CHAIN LINK SINGLE GATE 3.5' HEIGHT 2" DIAMOND FABRIC 9 GUAGE KNUCKLE SELVAGE FINISH MAGNETIC CLOSURES MUST BE ABLE TO OPEN FULLY AND LOCK WITH PAD LOCK	2/SF-150
SITE FURNISHINGS		
SF-106	PICKLEBALL COURT NUMBER SIGNS MANUFACTURER: HAR-TRU MODEL: 10" X 12" COURT NUMBERS (BLACK ON WHITE) COURT NUMBERS 1-6 FINAL LOCATIONS TO BE COORDINATED WITH THE OWNERS	6/H-150

NORTH

GRAPHIC SCALE IN FEET
0 5 10 20

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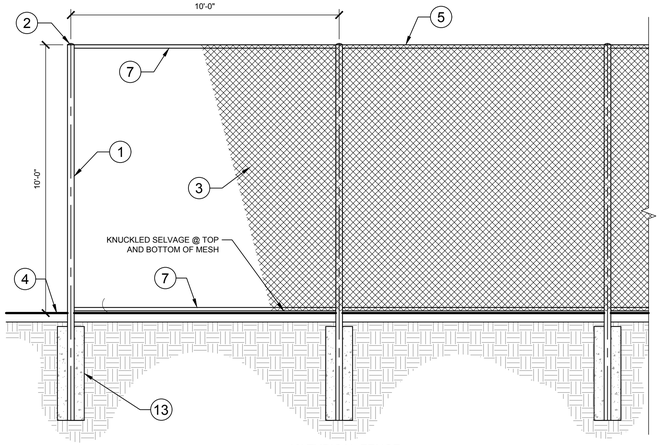
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CHECKED BY: DJF

SITE FURNISHING & FENCING PLAN

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
FLORIDA
TREASURE ISLAND

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
SF-100

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1. POST PIPE, SIZE AND GAUGE PER CONTRACTOR
2. DOMED POST CAP (TYPICAL)
3. 2" #9 GUAGE (CORE WIRE) MESH (TYP.), GALVANIZED.
4. FINISHED GRADE
5. CHAINLINK W/ KNUCKLED SELVAGE SET EVEN W/ TOP OF RAIL. RAIL TIES AS REQ'D
6. LATCH FORK, LOCK KEEPER, LOCK KEEPER GUIDE (USE APPROPRIATE FOR DOUBLE AND SINGLE GATES)
7. RAIL PIPE, SIZE AND GAUGE PER CONTRACTOR
8. GALV. ROD W/ TRUSS AND ROD TIGHTENER, SIZE PER CONTRACTOR
9. TUBULAR POST HINGE (TOP & BOTTOM) HEAVY STEEL
10. PLUNGER ROD CATCH SET IN CONCRETE FOR BOTH OPEN AND CLOSED POSITIONS.
11. PLUNGER ROD
12. 2" O.D. GATE FRAME
13. TYPICAL CONCRETE FOOTING (3000 PSI), SIZE AND REINFORCING PER CONTRACTOR

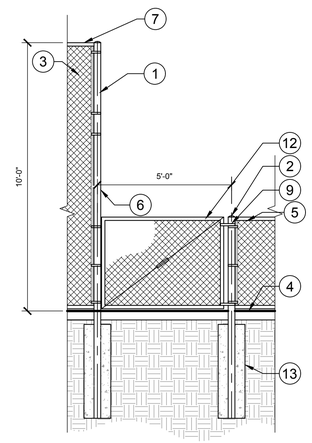
NOTES:

1. FENCE SHALL BE BLACK VINYL COATED.
2. SUBMIT SHOP DRAWINGS OF FENCE AND GATES TO OWNER FOR REVIEW PRIOR TO FABRICATION.
3. ALL GATES TO BE WELDED AND GROUND SMOOTH

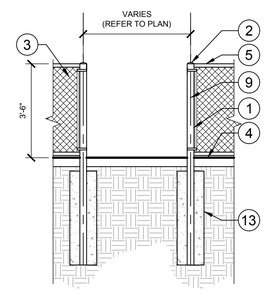
10' TYPICAL FENCE

1 SF-150 10' VINYL COATED CHAIN LINK FENCE AND GATES SECTION

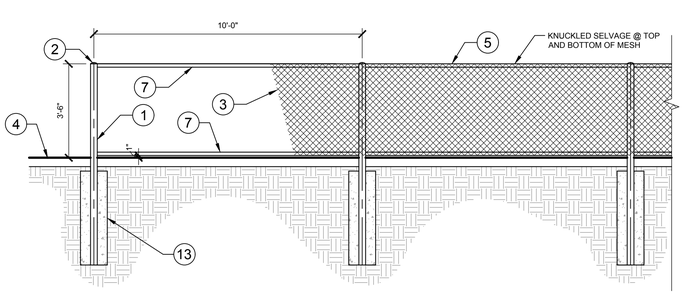
3/8" = 1'-0"
P-XX2-14



SINGLE ACCESS GATE



INTERIOR COURT ACCESS OPENING



3.5' TYPICAL FENCE

2 SF-150 3.5' VINYL COATED CHAIN LINK FENCE AND GATES SECTION

3/8" = 1'-0"
P-XX2-88

CALL 2 WORKING DAYS BEFORE YOU DIG
IT'S THE LAW! DIAL 811
Know what's below. Call before you dig.
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

Kimley»Horn
© 2025 KIMLEY-HORN AND ASSOCIATES, INC.
200 CENTRAL AVE, SUITE 600
ST. PETERSBURG, FL 33701
PHONE: 727-547-3900
WWW.KIMLEY-HORN.COM CA 0000035106

LICENSED PROFESSIONAL
DAVID FLANAGAN, PLA
FLORIDA LICENSE NUMBER
LA0001495
DATE:

SCALE AS SHOWN
DESIGNED BY KHA
DRAWN BY KHA
CHECKED BY DJF

SITE FURNISHING & FENCING DETAILS

ROSSELLI PARK
PREPARED FOR
CITY OF TREASURE ISLAND
TREASURE ISLAND FLORIDA

DATE
AUGUST 2025
PROJECT NO.
145139010
SHEET NUMBER
SF-150

Plotted By:Green, RJ Sheet Set:Kha Layout:DETAILS September 22, 2025 10:28:31am K:\STP_LALP\145139010 - Rosselli Park\CADD\PlanSheets\SF-100 SITE FURNISHING PLAN.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

1. Purpose
   The City of Treasure Island is seeking competitive proposals from qualified, licensed and insured companies to demolish two existing dual-use tennis courts located in Rosselli Park on Treasure Island and to construct six fenced and permanent pickleball courts.

2. Scope of Work
   Strictly adhering to the construction standards and practices set by USA Pickleball, the national governing authority for the sport (https://usapickleball.org/), the following design is to be followed. Exclusions include lighting (existing lights will be retained) and amenities such as shaded seating and windscreens.

Notes: You can add here much of what is contained in your draft RFP but have questions, comments and recommendations.

1. The orientation of the courts on the draft RFP appears to be spot on. Thank you.
2. Believe only two (not the four total listed in the current design) currently existing gates are necessary. These are the ones facing the street and the other towards the parking lot. Recommend the gate facing the parking lot be wide enough to accommodate maintenance equipment. The two preferred gate locations in the draft design open directly onto the end of a court. Recommend moving them either right or left to open between courts as feasible considering the location of the fence court dividers
3. The draft design perimeter fence height reduction from 8ft to 4ft along most of the length of the courts does mirror the current tennis court facility but there is some support for a uniform 8ft high perimeter fence. However, there is probable cost savings in the lower fence reflected in the draft RFP, and it does facilitate watching games from the proposed outside fence seating and from the fence rails.
4. The draft court design graphic has eight 16 ft long fence dividers to keep the balls off other courts. Where did this proposed length come from? Request consider reducing the length to 8ft which would save 64ft of fence.
5. Drainage and fence maintenance are key considerations. Recommend a below grade edge (6in wide?) be required and maintained outside of the fence perimeter.
6. Draft RFP 3.e discusses chain link fabric installation. Is this the same as a wind screen? If so, then delete wind screens as an excluded amenity.
7. Although it may be cost prohibitive, request include a requirement for a company to price an option for adding a cushioning layer beneath the concrete. This option is presented on the USA Pickleball website.

3. Budget
   Total cost of project is not to exceed $xxxxx

Notes: Are there any permits or any other fees required to be paid by the contractor? If so, then state so here. Is any soil testing before or after construction required? If so, then TI would normally pay and state so here.

4. Milestones

Notes: For planning purposes, construction during the summer (low peak playing time) with a ready-to-play date no later than October 1, 2025, is both reasonable and acceptable. However, request consider the following ambitious timeline. Understand this is unrealistic, but it does compensate for delays that will certainly happen and result in an outcome that is win-win.

--Feb 15: Disseminate RFP

--Mar 15: Bids received for review

--Mar 18: Present to newly seated Board

--May 1: Project start

--??: Project completion

5. Warranty

Notes: Recommend passing through legal, but request ask for a three-year (although one year can be a negotiated position) warranty for the following coverage: construction/manufacturing defects, installation errors and material failures outside of normal wear and tear and improper maintenance. A legal claim process should be defined.

AGENDA ITEM NO. H.12

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE: November 4, 2025

SUBMITTED BY: William Barrs, Fire

ITEM TYPE: Request to Commission

AGENDA SECTION: ITEMS OF BUSINESS

SUBJECT: State Fire Marshal Cancer Decontamination Grant Award acceptance

BACKGROUND:

While we have had several instances of cancer (skin) among our firefighters, we have been very lucky to not have any of our firefighters suffer from more aggressive forms of occupational cancer. We attribute this to doing everything possible to reduce the risk of cancer to our firefighters.

In 2018, we purchased a second set of turnout gear for each firefighter and have been adhering to a 5-year replacement plan department wide. This means that each firefighter will have two sets of PPE, one no more than 10 years old and another no more than 5 years old.
Since 2019, we have mandated and paid for comprehensive NFPA 1582 annual physicals which include comprehensive cancer screenings, including bloodwork, ultrasound, and physical exams.

In 2021, we removed all PFAS containing AFFF (firefighting foam) and replaced it with a more expensive but safer product. That same year, we implemented on-scene decon using kits provided by the State Fire Marshal's cancer reduction initiative and a "shower within the hour" policy following exposure to products of combustion.

Two years ago we were successful in receiving a grant from the Florida State Fire Marshal's Office for Ward No-Smoke diesel particulate exhaust filters for our three front line apparatus ($30,000).

We have recently purchased a *StormStick* on scene decon shower that provides an even greater level of early decon, resulting in more carcinogens being removed from the firefighter's PPE while still on scene.

The missing pieces in our decon program are a hard-gear washer and PPE extractor for full PPE decon once we return to the station, shower, and put the second set of PPE into service. This grant would provide that final level of safety for our firefighters by permitting the immediate in-house washing of our PPE, decontamination of our breathing apparatus and firefighting equipment..

POLICY/PURPOSE:

Having our own PPE extractor will allow us to be self-sufficient in this critical safety task, leading to increased compliance with policy, cancer risk reduction for our firefighters, and less reliance on the generosity of our neighboring fire departments.

STRATEGIC PLAN RELEVANCE:

Goal 2: Maximize the utilization of the City's resources.

ANALYSIS/DISCUSSION:

Our current policy for us to rely on neighboring departments to allow us to use their PPE extractors to clean our gear following exposure at a fire or during training. Delivering, washing and picking up the PPE requires one of our firefighting apparatus to be off of the island and out of service for several hours.
If not purchased through this grant, we would be purchasing this equipment in the next 18-24 months at full price for our new fire station. Expected lifespan of this equipment is 10-15 years.

Having our own PPE extractor will allow us to be self-sufficient in this critical safety task, leading to increased compliance with policy, cancer risk reduction for our firefighters, and less reliance on the generosity of our neighboring fire departments.

FUNDING:

Total grant award amount = $47,067.64
State of Florida grant amount = $35,300.73
COTI required match amount = $11,766.91

Funding for our portion of the grant would be appropriated from insurance proceeds received when similar equipment was damaged by flooding during Hurricane Helene.

MOTION:

I move to accept the State of Florida Decontamination Equipment Grant Program funding in the amount of $35,300.73 and appropriate $11,766.91 from the City's insurance proceeds to satisfy the 25% match requirement.

ATTACHMENTS:
Treasure Island Fire Rescue Grant Application 2025.pdf
Meiko Decon Equipment Flyer.pdf
QT1889214 Treasure Island FHS extractor & dryer 1.1.25.pdf
QT1889214 Treasure Island FHS extractor & dryer 1.1.25.pdf

APPLICATION FOR FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT PROGRAM

APPLICANT INFORMATION

Name of Fire Department: Treasure Island Fire Rescue

Name of Person Completing Form: Trip Barrs, Fire Chief

Physical Address: 10451 Gulf Blvd Treasure Island, FL 33706

(Street) (City) (Zip)

Mailing Address: 10451 Gulf Blvd Treasure Island, FL 33706

(Street) (City) (Zip)

EMAIL Address: wbarrs@mytreasureisland.org

County: Pinellas

Fire Department Telephone Number: (_727_) _260___ - __2367_____

Name and Telephone Number of the Safety Officer/Representative for follow-up:

_____Trip Barrs_____ (727) 260-2367

Fire Department Identification Number (FDID#): _____4172_____

Federal Tax Identification Number: ____59600441_____

What Year was Fire Department Established: ____1949_____

Indicate whether you are a municipality or county, the state, or any political subdivision of the state, including authorities and special districts:

_____Municipality_____

Indicate the size of the population served: ____6800_____

Indicate the number of square miles in your area served: ____5.3_____

Indicate the number of fire stations within your jurisdiction: _____1_____

Indicate the number of certified firefighter personnel within your fire department listed on the Fire College Department of Insurance Continuing Education (FCDICE) roster:

_____17_____

Would decontamination equipment help you achieve the objectives of the Employer Cancer Prevention Best Practices, Rule 69A-62.025, F.A.C.?

☐ **No**

X Yes

Does your agency have post fire on-scene decontamination equipment and related practices on your suppression apparatus?

☐ **No**

X Yes

Do you presently submit fire incident data to the National Fire Incident Reporting Service (NFIRS)?
(Awarding of this grant is conditional on your department submitting fire incident data.)

☐ **No**

X Yes

Do you presently have decontamination equipment that is designed to mitigate exposure to hazardous cancer-causing chemicals? Use additional sheets if necessary.

☐ **No**

X Yes (List type and quantity of equipment and how many fire station and personnel this services)

Green Bucket from SFM on both front line and reserve apparatus
Portable decon shower system on front line apparatus

FUNDING INFORMATION

Directions: List the total funding received from ANY taxing authority in your current FISCAL YEAR, or in your current CALENDER YEAR.
Include any funds and grants received from any local governing authority, County, Town, City, Municipality, Independent Special District, Dependent Special District, Special District, Municipal Service Taxing Unit (MSTU), or Municipal Service Benefit Unit (MSBU).

DO NOT INCLUDE DONATIONS OF ANY TYPE.

a. Annual Operating Budget: $ _3,112,801_____

b. Total Grants Received $ ____0_____

c. Total Funds Received (a.+ b.): $ ___3,112,801_____

☐ Calendar Year _____ ☐ Fiscal Year ____X___

Financial need must be documented in the Grant Narrative Section.

REQUESTING FUNDS FOR THE FOLLOWING EQUIPMENT, SUPPLIES, AND EDUCATIONAL TRAINING

For which of the following items are you requesting funds? (Please select ALL that apply.)

☐ **VEHICLE EXHAUST CAPTURE SYSTEMS (compliant with the standards of NFPA 1500 (2018 edition) incorporated by reference in Rule 69A-62.025, F.A.C)**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☒ **PERSONAL PROTECTIVE EQUIPMENT EXTRACTOR UNITS**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **HOODS, GLOVES, OR HELMET EARFLAPS (compliant with the standards of NFPA 1971 (2018 edition) incorporated by reference in Rule 69A-37.060, F.A.C)**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **OTHER EQUIPMENT USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**
Please provide the following information in the **Grant Narrative section**:
- Description of the equipment
- Explanation of how the equipment mitigates exposure to hazardous, cancer-causing chemicals

- Please include any documentation on usage

☐ **SUPPLIES USED TO MITIGATE EXPOSURE TO HAZARDOUS, CANCER-CAUSING CHEMICALS**

Please provide the following information in the **Grant Narrative section**:

- Description of the supplies
- Explanation of how the supplies mitigate exposure to hazardous, cancer-causing chemicals
- Please include any documentation on usage

☐ **EDUCATIONAL TRAINING**

Please provide the following information in the **Grant Narrative section**:

- Description of educational training
- Explanation of how training contributes to decreasing exposure to hazardous, cancer-causing chemicals

If future grant funding is allocated to the Division of State Fire Marshal to mitigate exposure to hazardous, cancer-causing chemicals and to protect the health and safety of Florida Firefighters, what type of items would you be interested in obtaining? (Optional)

1. _Replacement of second set of firefjghter PPE_____
2. _Hood, gloves, helmet ear flaps_____
3. _____
4. _____
5. _____

MATCHING FUNDS: LEVEL OF NONSTATE MATCHING FUNDS, MINIMUM OF 25% OF NONSTATE FUNDING

Percentage of matching funds: _25__%

Please attach documentation indicating the source of the matching funds.

GRANT NARRATIVE (use additional sheets if necessary)

Directions:
Please contact the State Fire Marshal if you have any questions: firegrantquestion@myfloridacfo.com

Provide the required information for your grant request here. Include any additional information you feel is important to your grant request. This narrative must demonstrate the financial need of the department.

Due to our location on a barrier island on Florida's west coast, we must be self-sufficient for most calls even though we have automatic aid departments that can respond if needed. Our current policy for us to rely on neighboring departments to allow us to use their PPE extractors to clean our gear following exposure at a fire or during training. Delivering, washing and picking up the PPE requires one of our firefighting apparatus to be off of the island and out of service for several hours. Along with our department, our neighboring departments are still recovering from devastating impacts from Hurricanes Helene and Milton and these neighbors do not have the time to wash and dry our PPE.

Having our own PPE extractor will allow us to be self-sufficient in this critical safety task, leading to increased compliance with policy, cancer risk reduction for our firefighters, and less reliance on the generosity of our neighboring fire departments.

While we have had several instances of cancer (skin) among our firefighters, we have been very lucky to not have any of our firefighters suffer from more aggressive forms of occupational cancer. We attribute this to doing everything possible to reduce the risk of cancer to our firefighters. In 2018, we purchased a second set of turnout gear for each firefighter and have been adhering to a 5-year replacement plan department wide. This means that each firefighter will have two sets of PPE, one no more than 10 years old and another no more than 5 years old. Since 2019, we have mandated and paid for comprehensive NFPA 1582 annual physicals which include comprehensive cancer screenings, including bloodwork, ultrasound, and physical exams.

In 2021, we removed all PFAS containing AFFF (firefighting foam) and replaced it with a more expensive but safer product. That same year, we implemented on-scene decon using kits provided by the State Fire Marshal's cancer reduction initiative and a "shower within the hour" policy following exposure to products of combustion. Two years ago we were successful in receiving a grant from the Florida State Fire Marshal's Office for Ward No-Smoke diesel particulate exhaust filters for our three front line apparatus.

We have recently purchased a *StormStick* on scene decon shower that provides an even greater level of early decon, resulting in more carcinogens being removed from the firefighter's PPE while still on scene. The missing piece in our PPE decon program is a quality gear extractor for full PPE decon once we return to the station, shower, and put the second set of PPE into service. This grant would provide that final level of safety for our firefighters by permitting the immediate in-house washing of our PPE.

One of our fire officers has been battling skin cancer for several years, has had multiple surgeries and other therapies that affect his ability to work in the field. Had we been able to provide better occupational cancer prevention in the workplace during his 25+ year career, he may not have had to suffer the effects of this work-related illness. Providing properly decontaminated and clean gear to our firefighters is a priority and key piece of our cancer prevention plan. Having access to a PPE extractor to properly and

efficiently decontaminate our PPE will help reduce the chance of additional firefighters developing occupational cancers.

Due to the impact of three hurricanes in 2024, the City's budget is taking a 5.54% reduction in ad valorum proceeds, resulting in budget cuts in all departments. The Fire and Police Departments both lost their stations due to flooding, and both will need to be replaced as unanticipated capital projects. This grant would offset some of the funding requirements of the PPE decontamination equipment that would need to be purchased for the new fire station.

The total project budget for this PPE Decontamination project is $57,467.64 – we are requesting 75% funding totaling $43,100.73. The City will be responsible for matching 25% totaling $14,366.91. Matching funds will be provided from City general fund, fire department budget 001-5220-46900

If the Division is unable to fund the entire grant request, we have prioritized the items below, with Item #1 being the highest priority.

Provide an itemized list and costs of requested items:

1. CACSM-35-PRO
   Custom CIRCUL-AIR
   CIRCUL-AIR EXPRESS SOFT MOUNT EXTRACTOR
   35 lb capacity - 6 pieces of gear
   Pre-programmed with NFPA 1851:2020 recommended wash cycles
   $8,350

2. E612
   Custom CIRCUL-AIR
   CIRCUL-AIR PPE EXPRESS DRYING CABINET
   Capacity - 12 pieces of gear
   6 Glove Hangers, 6 Gear Hangers
   3 Wire Hose Racks, 1 Boot Shelf
   $10,400

3. Meiko TOPCLEAN D SCBA & PPE Multi-Washer, Decon Unit
   TopClean D Decon
   Unit, front loading, with built in booster,
   wheeled stainless steel basket (32-3/8"W x
   26"D), approximately 20 cycles/hour
   capacity, 2.37 gallons/cycle, front mounted
   MIKE controller with digital display & service
   $38,717.64

AUTHORIZATION TO SUBMIT GRANT REQUEST

To be completed by the **Fire Chief or Fire Service Agency Head** of the municipality or county, the state, or any political subdivision of the state, including authorities and special districts, employing firefighters or utilizing firefighters to provide fire extinguishment or fire prevention services for the protection of life and property.
NOTE: Administration of resources awarded by the Department to the recipient may be subject to audits and/or monitoring by the Department.

Person Submitting Request:	**Barrs** (Last Name)	**Trip** (First Name)
Mailing Address:	**10451 Gulf Blvd Treasure Island, FL 33706** (Street) (City)	(Zip)
Email Address:	**wbarrs@mytreasureidland.org**	
Telephone Number:	**727-260-2367**	
Printed Name	BARRS (Last) TRIP (First)	FIRE CHIEF (Title)
Signature		7-29-2025 (Date)

MEIKO
The clean solution





DECON™

Contamination is real, and it's dangerous.

Breathe easy with TopClean M

The simple solution for reliable cleaning and decontamination

As the leading global designer and manufacturer of cleaning, sanitizing and disinfection technology for nearly 100 years, MEIKO can help you take safety and hygiene to a whole new level.

TopClean M decontaminates and cleans breathing apparatus equipment thoroughly, providing the same high level of protection every time to reduce additional exposure to carcinogens.





MEIKO technology

Inside cabinet height:
16.54" (420 mm)

MEIKO's DECON Series equipment washers have been qualified by MSA to clean MSA G1 SCBA.

Dimensions:
Height: 33.38" - 35.43" (860–900 mm)
Width: 23.62" (600 mm)
Depth: 23.62" (600 mm)

MEIKO
The clean solution

DECON Series: Firefighter tested, reliable and economical

The DECON Series of equipment washers was first conceptualized in 2010 by MEIKO's parent company, headquartered in Germany. Phase 1 focused on creating a top-of-the-line respiratory mask washer. Called TopClean M, members of the product development team included the country's leading respiratory protection equipment manufacturers, and professionals in the German fire service.

Today, MEIKO offers a multiple-machine solution:

DECON TopClean M and TopClean D

These specialized equipment washers use temperature, time and chemo-mechanical action to provide exceptional cleaning that helps protect firefighters from residual fire-related toxins.

And these expertly built machines draw on nearly 100 years of professional warewashing knowledge and experience to produce clean like you've never seen. It's clean you can see. Clean you can smell. Clean you can trust. Only from MEIKO.

TopClean M | DECON SERIES racks and holders

Respirator rack comes standard with TopClean M



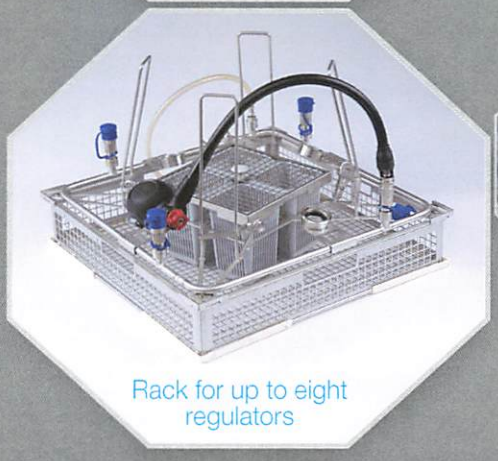
Rack for compressed air bottles



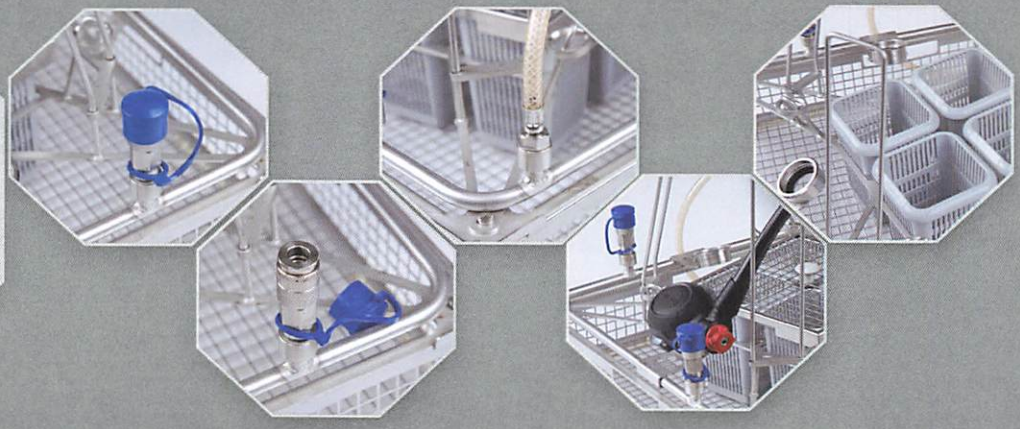
Rack for up to 4 respirator masks



Rack for SCBA



Rack for up to eight regulators



TopClean M

The benefits are clear from the very first wash

MEIKO *GiO MODULE*:
Technology that provides the **purest water possible.**

The highest quality water produces the cleanest possible masks and equipment, reducing the risk of exposure to residual toxins.

MEIKO's reverse osmosis (RO) system components and safety assembly include:

- Stop valve.
- 10 *µm* integrated fine filter.
- Pipe vent/non-return valve.
- Active integrated charcoal filter.

How you benefit:

- Best-in-Class cleaning results.
- Longer maintenance intervals.
- Enhanced equipment safety and reliability.

Process safety and reliability

Regulators can be pressurized with breathing air throughout the entire cleaning cycle. This ensures that no moisture penetrates during the cleaning process.

The right chemistry

For the best cleaning results from your equipment, we recommend MEIKO's DECON detergents and rinse aids.

They're specially formulated to remove and decontaminate even the heaviest soils and grime.

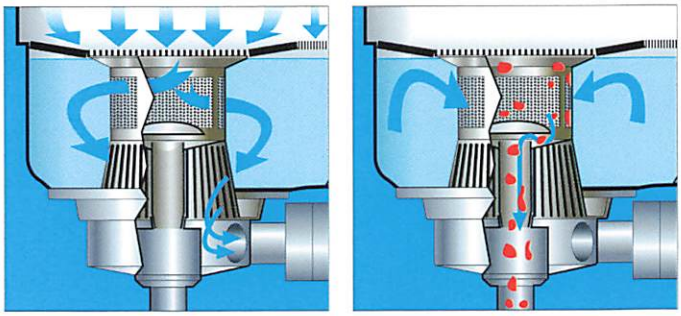


Be confident in your clean with MEIKO's ***ActivePlus*** wash-water filter system

Our innovative ActivePlus fine-filter technology creates the cleanest wash water possible.

Combined with MEIKO's ultra-efficient rinsing system, our unique system achieves superb cleaning results.





With ActivePlus, the tank water is filtered mutiple times throughout the wash cycle, and dirt is actively eliminated from the tank as the filter is backflushed at specific intervals.

MEIKO
The clean solution

The most innovative and thorough technology in the industry for cleaning and decontaminating respiratory and firefighting-related equipment.

Fast and reliable cleaning time
TopClean M cleans and decontaminates masks almost 4 times faster than conventional manual cleaning methods.

Conventional cleaning time: Approximately 4½ hours
Top Clean M cleaning time: About 1¼ hours

Start at the sink
Quickly pre-rinse equipment to remove heavier grime and soiling
(about 1 min.)



Rack the masks
Disassemble each mask and place it in a TopClean M rack
(2-3 mins.)

Turn on TopClean M
Cleaning and decontamination cycle begins
(3-8 mins.)

Remove residual water
Shake masks gently to remove excess water
(2-3 mins.)

Dry masks after washing
(approximately 1 hour)

Reassemble the masks and store
(approximately 5 mins.)

Reliable cleaning means doing the job just once. Short cycle times let you optimize your workflows. Less detergent, rinse aid and water means savings!

Short cycle	Standard cycle	Intensive cycle
Lightly soiled masks	Moderately soiled masks	Heaviest grime and soil; incorporates an automatic water change for deep clean
2 minutes, 33 seconds	4 minutes	8 minutes, 14 seconds
23 cycles per hour; **92 masks per hour**	15 cycles per hour; **60 masks per hour**	7 cycles per hour; **28 masks per hour**

Self-contained system means operators have no direct contact with detergents, ensuring safety.
In a single cycle, TopClean M can quickly clean a mix of different equipment together, including: respirator masks, regulators, self-contained breathing apparatus (SCBA) and compressed air bottles.

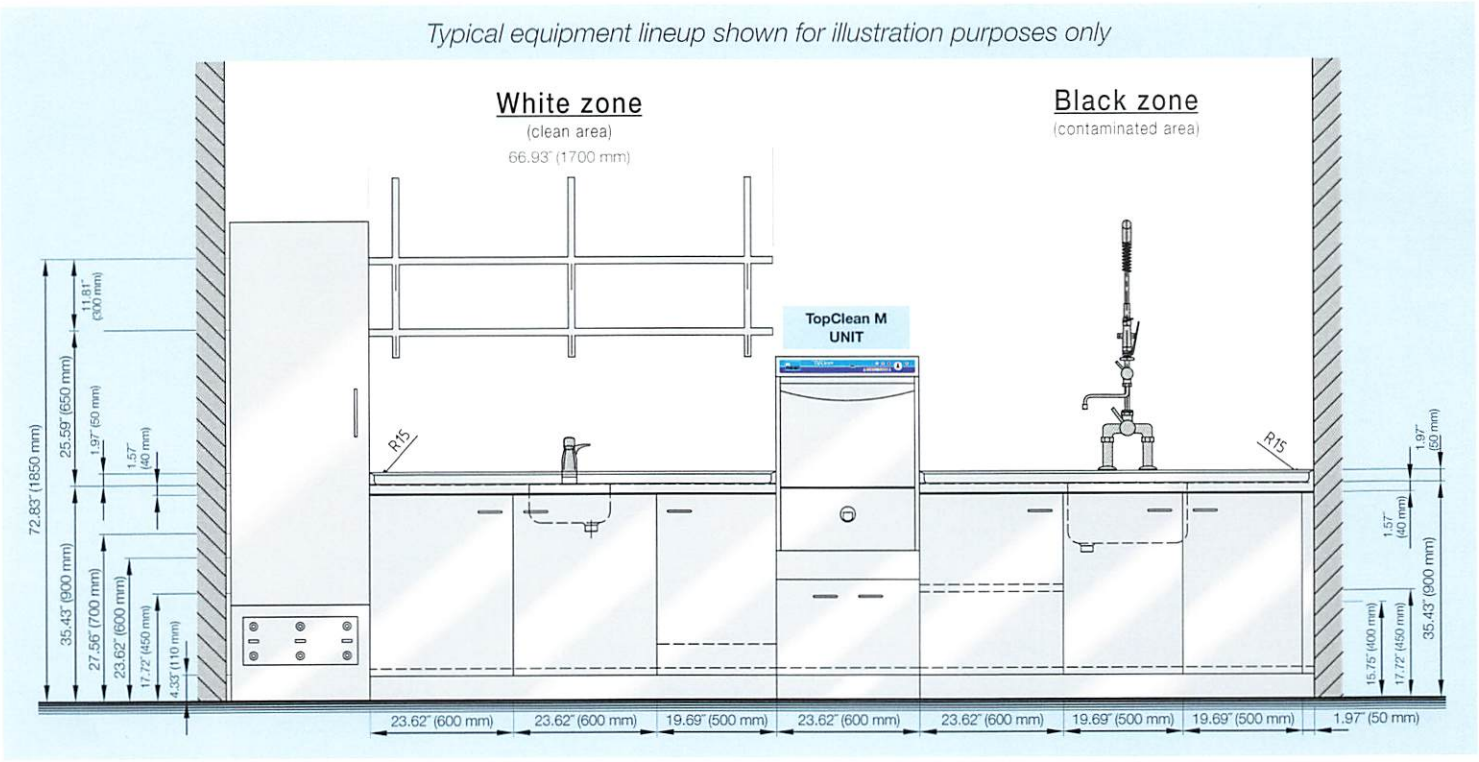
Its extremely economical use of water for both short and standard cycles, just slightly more than one U.S. gallon (4.2 liters) per cycle, not only conserves water (eco-friendly), it helps reduce utility costs.

TopClean M

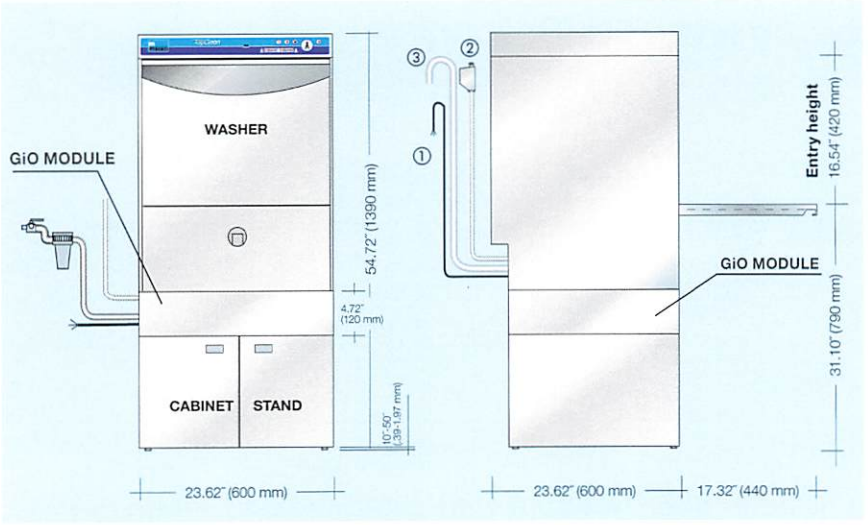
Creating and maintaining a respiratory protection workshop

Technical data

Typical equipment lineup shown for illustration purposes only



We'll help you design, redesign, extend or renovate your respiratory protection workshop to meet the most current health and hygiene standards when you're ready to order your TopClean M.



TopClean M Specifications		
Rack dimensions	19.69" x 19.69"	500 x 500 mm
Pump motor	3/4 HP	
Tank capacity: wash tank	3.48 U.S. gallons	13.17 liters
Final rinse	1.11 U.S. gallons	4.2 liters
Tank heating	4 kW	
Built-in water heater Temperature of cold water supply: 70°F (121 °C)	7.5 kW	

For more information and complete specifications, please request a TopClean M spec sheet or visit the MEIKO website at: *www.meiko.us.*

TopClean D

For the toughest job in cleaning and decontamination today

Experience and expertise

Since 2010, MEIKO has been working closely with the fire services in Germany and many other European countries. Specialists from the country's professional fire brigade, as well as leading German manufacturers of respiratory protection technology were consultants on the DECON Series development team.

Years of research went into the design of MEIKO's DECON equipment. Purposefully built, technically advanced machines, they're designed to handle one of the toughest cleaning and decontamination tasks of all: *Your precious PPE.*

TopClean D gets your gear clean like you've never seen.

Inside cabinet height:
32-3/8" x 26-1/2" x 28"
(820 x 670 x 710 mm)



MEIKO's DECON Series equipment washers have been qualified by MSA to clean MSA G1 SCBA.



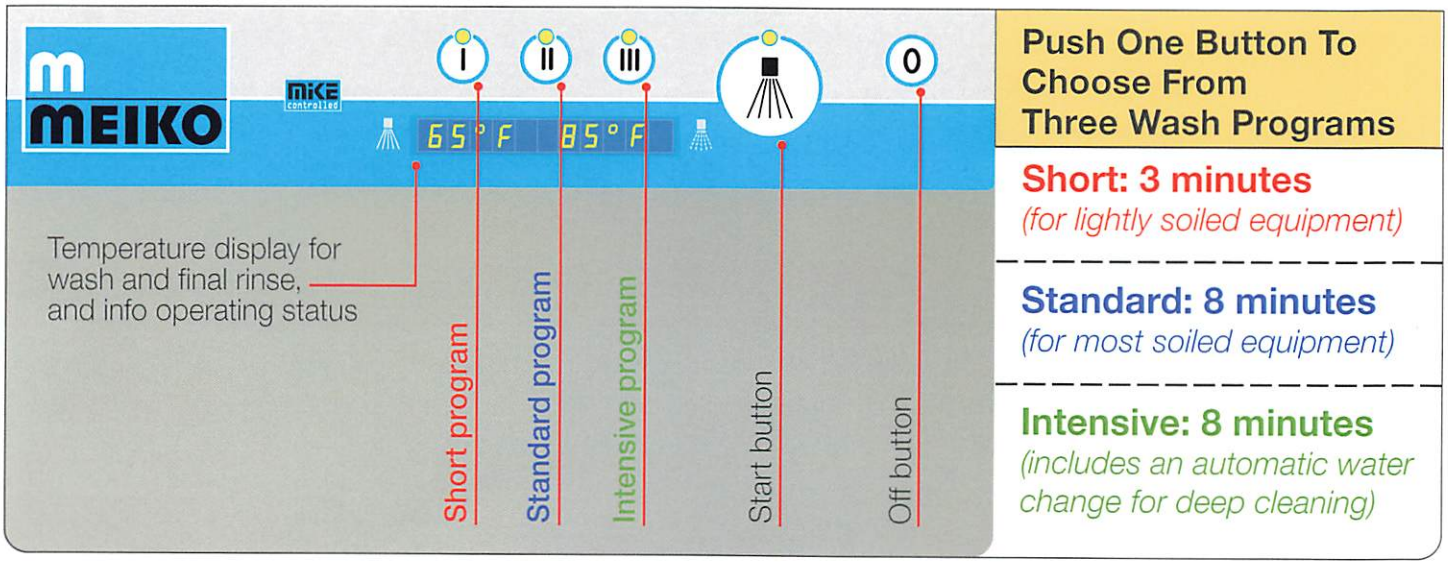
Dimensions:
Height: 70-5/8" (1794 mm)
Width: 40-1/2" (1030 mm)
Depth: 35-1/4" (895 mm)

TopClean D
Performance and reliability

Technology that gives you operating control and convenience

Meet MIKE 2, the fully electronic control system from MEIKO. It's standard on DECON Series equipment washers. The system uses easy-to-read and understand international symbols. Choose from the three wash programs with a single touch on the keypad.

During the cycle, wash and rinse temperatures are clearly displayed, along with the operating status and any relevant messages. MIKE 2 makes operation and control of your DECON machines so easy, it will seem like child's play. **MIKE 2's infrared interface has features that help you work fast, and accurately.** And thanks to MIKE 2's intelligent M-Commander W system, reading, defining and modifying data couldn't be easier.







Another thoughtful feature is a second "start" button located next to the door handle. This ergonomic position lets you stand up while starting the machine – so no bending or stooping to aggravate your back!

The clean solution

Upgraded features are standard

Years of research went into the design and functionality of the TopClean D.

Our extra care paid off

TopClean D's oscillating wash arms use a computer-designed wash pattern. Combined with a rotary final rinse system, 100% coverage of equipment is ensured during both the cleaning and rinse cycles – even in the corners.

Our proprietary wash-and-rinse system design generates an enveloping wall of clean that dirt, grime and contaminants simply cannot hide from.



Bye, bye pipes that get in the way! MEIKO keeps them out of the way in the space you're working in, so you have more room.



Double-wall insulation keeps it cool and *quiet.* Unexpected extras are what you always get from MEIKO. The extra insulation keeps noise low, and more heat stays in the machine, keeping it cool to the touch.

Spacious wash chamber for fast, easy loading and unloading

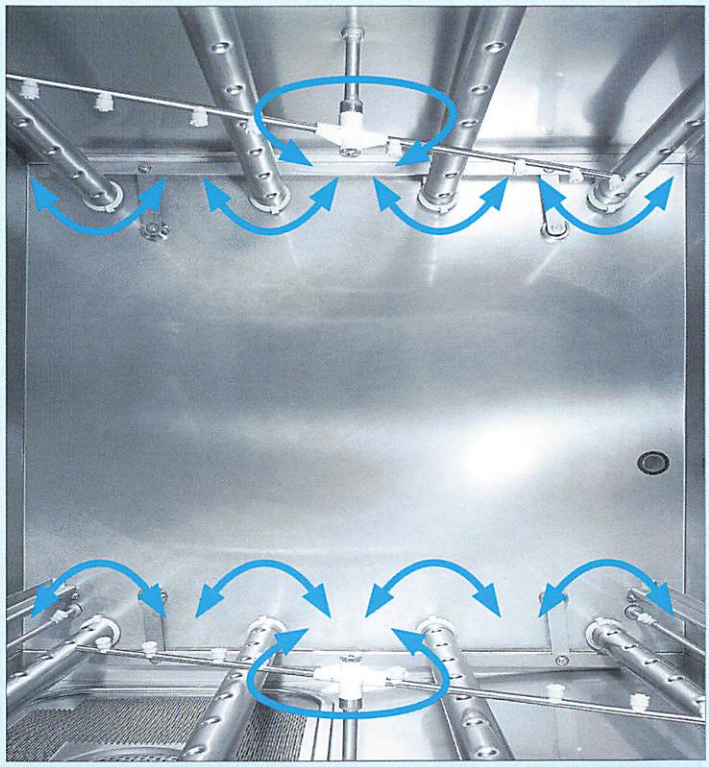
TopClean D's ergonomic door design provides access to an expansive wash chamber, allowing easy loading and unloading of masks, SBCA, tanks, helmets and other PPE gear.

While TopClean D has a considerable number of thoughtful standard features, there's one big advantage that stands apart from the others – **it's built by MEIKO,** the industry leader in innovative cleaning technology.

The result

DECON Series equipment washers get your gear exceptionally clean.

And with every wash, you can count on getting the same consistently high level of clean, every time.



Oscillating wash arms
Constructed from high-grade stainless steel tubing, our computer-designed wash arms move from side-to-side and are guaranteed to provide 100 % coverage within the entire wash tank – even in the corners.

Rotating and lateral final rinse system
Also crafted from durable high-grade stainless steel, our rinse system provides an enveloping fresh water final rinse to ensure thorough cleaning.



DECON Series: TopClean D
The inside rack has a tall clearance to accomodate bulky and large items: 32-3/8" x 26-1/2" x 28" (820 x 670 x 710 mm) [W x D x H] and a spacious 12.9-cubic-foot wash chamber.

MEIKO's DECON Series equipment washers have been qualified by MSA to clean MSA G1 SCBA.



Perforated tank filter screens
Residues flow into the *ActivePlus* double-filtration system, creating a "dustpan" effect that enhances the removal of contaminates.



***ActivePlus* wash-rinse water filter system**
Water is filtered multiple times to ensure that dirt, residues and debris are removed, for first-class clean.











Images courtesy of the ***Ottawa Fire Services, Ottawa, Canada***

OFS responds from 45 stations located across the City of Ottawa. Collectively, these stations provide service to over 950,000 residents across 2,796 square kilometres. The OFS team is comprised of career fire fighters, volunteer firefighters as well as inspection, education, safety and communications personnel.

MEIKO
The clean solution

Standard features aren't just upgraded, they're outstanding!

There's nothing lightweight about TopClean D. Both top and bottom wash arms are **constructed of high-grade stainless steel.**

Inside, the sloped ceiling design prevents wash water from dripping back onto clean items.

Double-wall construction with extra insulation keeps it cool to the touch on the outside and reduces noise.

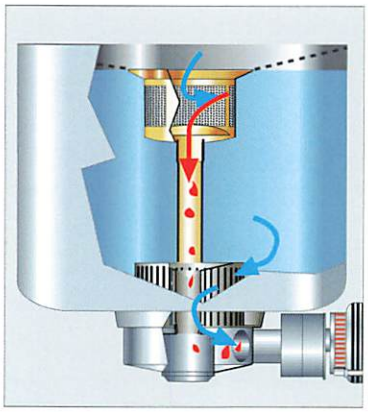
Smooth inner walls with minimal piping are easy to clean.

Built-in, self-cleaning program

Fully electronic control system has a touch sensitive keypad and infrared interface.

Curved, deep-drawn wash chamber is roomy and easy to clean.

Fully automatic water change program means you can change the water with one touch of a button, to clean with fresh water immediately.

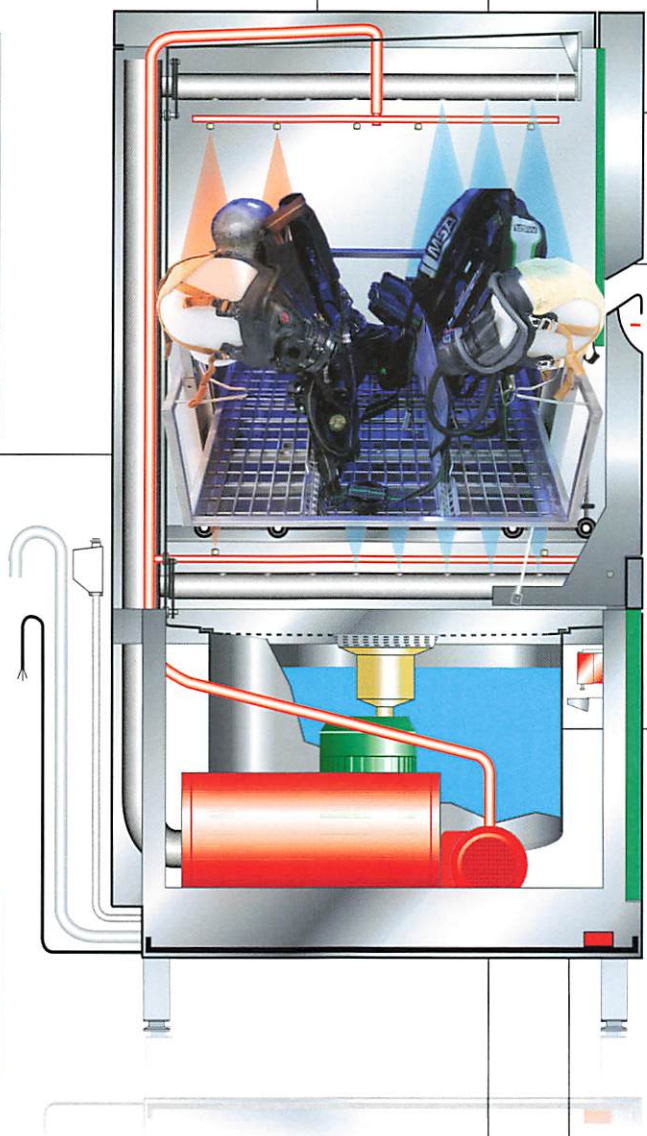


MEIKO's incredible, multi-stage ActivePlus filter system ensures the highest possible level of cleaning by actually *washing* the wash and rinse water.

Our installation connection kit (water, waste water and power) is included so your machine is up and running fast. Our integral drain pump design enables a waste discharge height of up to 25-7/8" (700 mm).



- Ergonomic hinged/sliding door combination provides easy opening and closing.
- Nearly 6" of floor clearance provides height that makes loading and unloading more comfortable andeasier (5-15/16"; 150 mm).
- Components are clearly and logically arranged for easy service access.

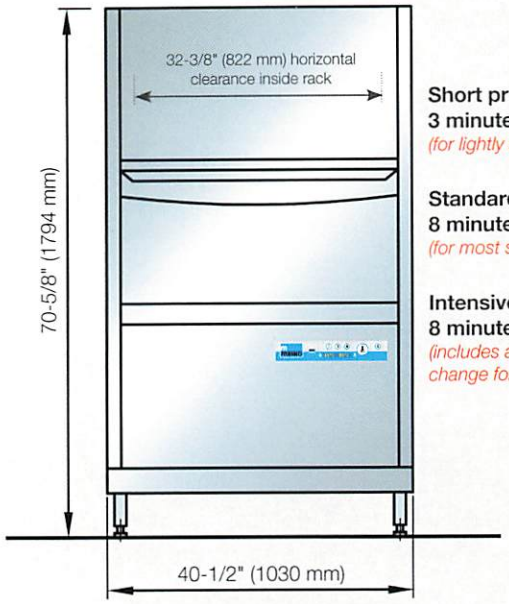


Constant rinse water volume and temperature is ensured by **the rinse booster pump**, regardless of water pressure.

Proprietary AquaStop System with drip tray automatically detects water leaks, providing extra protection.

MEIKO
The clean solution

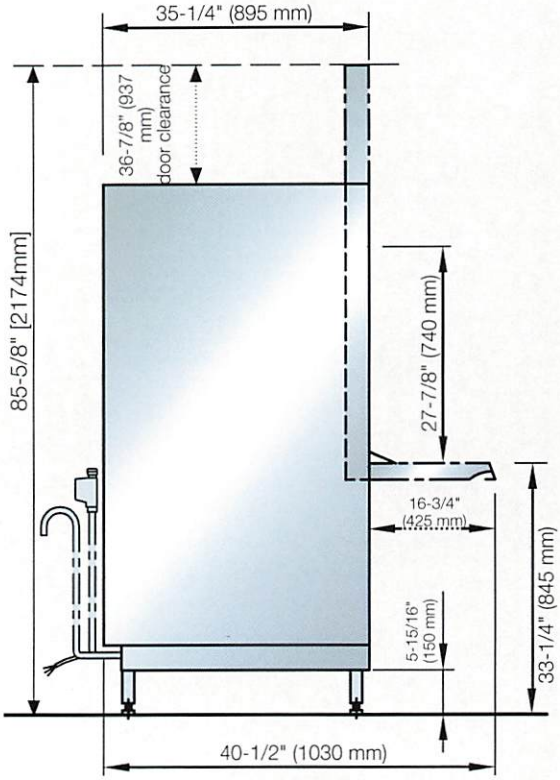
Technical data



Short program:
3 minutes
(for lightly soiled equipment)

Standard program:
8 minutes
(for most soiled equipment)

Intensive program:
8 minutes
(includes an automatic water change for deep cleaning)



TopClean D Specifications	
Overall Dimensions (W x D x H)	40-1/2" x 35-1/4" x 70-5/8" (1030 x 895 x 1794 mm)
Inside Clearance	32-3/8" x 26-1/2" x 28" (820 x 670 x 710 mm) [inside rack dimensions, W x D x H]
Wall Clearance	Rear 1" (25mm) min.
Clearance height	27-7/8" (740 mm)
Pump motor	2.2 kW
Wash tank capacity Booster heater tank capacity	22.45 gallons (85 litres) 4.14 gals. (15.67 liters)
Final rinse quantity	1.53 gallons (5.8 litres/rack)
Tank heating	6.0 kW
Built-in water heater 113°F (45°C) inlet temperature 50°F (10°C) inlet temperature	 6.0 kW 12.0 kW
Total connected load 113°F (45°C) inlet temperature 50°F (10°C) inlet temperature	8.7 kW 14.7 kW 11.7 kW

Electrical Requirements:

Wash Tank Heat	9 kW
Booster Heater	12 kW
Wash Pump	3.5 HP (2.6 kW)
Drain Pump	0.09 hp (0.07 kW)

Electrical supply	Peak load ampacity	Min. supply circuit ampacity	Max. breaker/ disconnect
Standard machine			
208-230V/ 60Hz/3Ph	64.5A @ 208V	90A	90A
	71.7A @ 230V	90A	90A
460V/60Hz/3Ph	37.0A @ 460V	50A	50A
Machine with powered vent option			
208-230V/ 60Hz/3Ph	65.0A @ 208V	100A	100A
	72.2A @ 230V	100A	100A
460V/60Hz/3Ph	37.3A @ 460V	50A	50A

Water Requirements:

Incoming Water Temperature (Optimum)	120°F (49°C)
Recommended Water Hardness	1-6 grains per U.S. gal.
Water Consumption per Cycle	2.37 gals. (8.97 liters)
Water Consumption per Hour (max.)	47.40 gals. (179.43 liters)
Flow Pressure	8.7-72.5 psi (0.6-5.0 bars)
Incoming Waterline	3/4" garden hose
Drain line size	7/8" ID, 1-1/8" OD flexible hose
Maximum drain flow rate	33 gals. (124.9 liters) per minute

NOTE: MEIKO's DECON Series equipment washers have been qualified by MSA to clean MSA G1 SCBA.

Contact us:

MEIKO USA, Inc.
1349 Heil Quaker Boulevard
La Vergne, TN 37086
Tel: 800.55.MEIKO | 800.556.3456
e-mail: sales@meiko.us | www.meiko.us



Pasco Co. Fire Rescue changed their cleaning processes.

"The MEIKO (DECON) unit is definitely a game-changer."
John Schmidt, Division Chief
http://bit.ly/PPE-DECON

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MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Quote #	QT1889214
Date	01/01/2025
Expires	03/31/2025
Sales Rep	Robinson, Jamie S
Shipping Method	FedEx Ground
Customer	(NON-TAXABLE) FIREHOUSE SUBS PSF, INC (FL)
Customer #	C44582

Bill To

Firehouse Subs Public Safety Fdn, Inc
12735 Gran Bay Parkway, #150
Jacksonville FL 32258
United States

Ship To

Treasure Island Fire Department
10451 Gulf Blvd
Treasure Island FL 33706
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
CIRCUL-AIR	CACSM-35-PRO		CACSM-35-PRO Custom CIRCUL-AIR CIRCUL-AIR EXPRESS SOFT MOUNT EXTRACTOR • 35 lb capacity - 6 pieces of gear • Pre-programmed with NFPA 1851:2020 recommended wash cycles • 120V, soft mount design • Ships with pre-wired SEKO-2 pump and 1 gallon Citrosqueeze detergent • 2-year warranty	1	$8,350.00	$8,350.00
CIRCUL-AIR	E612		E612 Custom CIRCUL-AIR CIRCUL-AIR PPE EXPRESS DRYING CABINET • Capacity - 12 pieces of gear • 6 Glove Hangers, 6 Gear Hangers • 3 Wire Hose Racks, 1 Boot Shelf • 900 CFM / 6000W Heating • 240v / 1 Phase / 60 hz • 10 Year Warranty, CSA / ETL Compliant	1	$10,400.00	$10,400.00

Firehouse Subs Public Safety Foundation Grant Request
Department Name: Treasure Island Fire Department
Department POC: Chief Trip Barrs; 727-547-4590; wbarrs@mytreasureisland.org
MES POC: Alex Bessler; 727-503-6397; abessler@mesfire.com

Subtotal	$18,750.00
Shipping Cost	$600.00
Tax Total	$0.00
Total	$19,350.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1889214

MUNICIPAL EMERGENCY SERVICES

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QT1889214

AGENDA ITEM NO. H.13

Item Cover Page

BOARD OF COMMISSIONERS AGENDA ITEM REPORT

DATE:	November 4, 2025
SUBMITTED BY:	Lisa-Marie Kennedy, Administration
ITEM TYPE:	Resolutions
AGENDA SECTION:	ITEMS OF BUSINESS
SUBJECT:	Approve Resolution 2025-24 for Appointment and Contract of City Attorney
BACKGROUND:	On September 18, 2025, the City Commission took action to terminate the current City Attorney's contract effective immediately and directed the City Manager to issue a Request for Proposal to obtain legal services. The RFP was issued with a deadline of October 20, 2025. The City Commission was given all submitted materials for review and conducted interviews with select candidates on October 27. On October 30, the Commission selected the Vose Law Firm to act as City Attorney. Interim City Attorney Gavin Rollins will be provided the 30-notice outlined in his current contract.
POLICY/PURPOSE:	To secure attorney services from Vose Law Firm
STRATEGIC PLAN RELEVANCE:	The City Attorney position is outlined and required in Section 4.09 of the City of Treasure Island Charter.
ANALYSIS/DISCUSSION:	The City received four responses to RFP 26-002 from Law Firms: Vose Law Firm; Shepard, Smith, Hand, & Brackins; Nason Yeager; and Gavin Rollins. The City Commission voted on October 30, 2025, to select Vose Law Firm. Gavin Rollins has worked with Vose Law Firm on drafting a contract.
FUNDING:	Vose Law Firm charges a flat $37,500 a month for services.
MOTION:	Move to approve the contract and Resolution 2025-24 appointing Vose Law Firm as the City Attorney effective _____.

ATTACHMENTS:
Resolution 2025-24 Appointment of Vose As City Attorney.docx
Legal Representation Agreement - TI - November 2025.pdf
Â Overview of Legal Representation Agreement â€“ City of Treasure Island & Vose Law Firm, LLP.pdf

RESOLUTION NO. 2025- 24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TREASURE ISLAND, FLORIDA APPOINTING VOSE LAW FIRM AS THE CITY ATTORNEY OF THE CITY OF TREASURE ISLAND, APPROVING A CONTRACT WITH VOSE LAW FIRM. AUTHORIZING THE MAYOR TO EXECUTE SUCH CONTRACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 18, 2025, the City Commission took action to terminate the contract with Sabatini Law; and

WHEREAS, on October 7, 2025, the City Commission appointed Gavin Rollins to act as the Interim City Attorney; and

WHEREAS, a request for proposal was issued in October 2025, and Vose Law Firm submitted a proposal to serve as City Attorney; and

WHEREAS, at its duly noticed public meeting on October 30, 2025, the City Commission reviewed 4 proposals, selected Vose Law Firm to provide City Attorney services; and

WHEREAS, Vose Law Firm meets all the requirements set forth in the City Charter for the position of City Attorney; and

WHEREAS, the City Commission desires to formally appoint Vose Law Firm as City Attorney; and

WHEREAS, the City Commission will give the Interim City Attorney Gavin Rollins 30-days notice of contract termination; and

WHEREAS, both the City Commission and Vose Law Firm desire to enter into a written contract regarding the terms and conditions of its provision of legal services; and

WHEREAS, the City of Treasure Island Commission, after due consideration, has determined that executing the written agreement and appointing Vose Law Firm as City Attorney is in the best interest of the City of Treasure Island.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF TREASURE

ISLAND DOES RESOLVE THAT:

Section 1. Vose Law Firm is formally appointed to serve as the City Attorney of the City of Treasure Island, Florida, effective _____ (date)

Section 2. That the City Commission accepts and approves the Agreement for City Attorney, a copy of which is attached hereto as Exhibit A and incorporated herein, between the City of Treasure Island and Vose Law Firm

Section 3. That the Mayor is hereby authorized to execute the Agreement for City Attorney on behalf of the City of Treasure Island.

Section 4. This Resolution is effective immediately upon adoption.

The foregoing Resolution was offered during Regular Meeting of the City Commission of the City of Treasure Island, Florida, sitting on the 4th day of October, 2025, by Commissioner_____who moved its adoption; was seconded by Commissioner _____ and upon roll call, the vote was:

YEAS:

NAYS:

ABSENT OR ABSTAINING: None

_____
John Doctor, Mayor

ATTEST:

_____
Lisa-Maria Kennedy, City Clerk

AGREEMENT FOR CITY ATTORNEY SERVICES

THIS AGREEMENT for City Attorney Services (the "Agreement") is entered into by and between the City of Treasure Island, Florida, a municipal corporation, with its principal place of business at 10451 Gulf Blvd., Treasure Island, Florida 33706 (the "City") and the Vose Law Firm, LLP, with offices located at 324 W. Morse Blvd., Winter Park, Florida 32789, (the "Firm"). For and in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged by all parties, the parties do hereby agree as follows:

WHEREAS the City sought Requests for Proposals by RFP 26-00 from qualified firms and individuals to provide services to the City as the City Attorney and the Firm was selected to provide those services based upon the Firm's substantive knowledge of governmental law; and

WHEREAS the City wishes to employ the services of the Firm as City Attorney and the Firm agrees to provide such services as City Attorney all as further specified herein; and

WHEREAS the City and Firm desire to engage in a stable and flexible contractual relationship whereby the City can obtain skilled and effective legal services while achieving pricing efficiencies for its legal representation and the Firm is available and able to provide skilled and effective legal services as City Attorney as required by the City Charter, as well as additional authorized legal representation as needed or directed by the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The forgoing recitals are true and correct and incorporated into this Agreement herein as if set forth in full.

2. **Selection of Firm.** The Firm will provide legal representation as the City Attorney to the City as required by the City Charter of Treasure Island, (the "City Charter"), the Code of Ordinances, as well as additional authorized legal representation as needed or directed by the City.

3. **Professional Legal Representation**. The Firm shall provide such services customarily associated with the City Attorney, including those services contained in Section C, Scope of Services (Statement of Work) of RFP 26-002. Additionally, the Firm shall provide such other services as are needed in the interests of the City or such other services as may be directed or requested by the City Commission or City Manager. Excluded from such services shall be (i) matters relating to primary counsel for municipal financing, including services as bond or disclosure counsel (but City Attorney services do include local counsel for municipal financing); and (ii) matters for which legal services to the City are provided pursuant to liability and/or insurance policies of the City. The "Proposal for City Attorney Services for the City of Treasure Island, Florida by Vose Law Firm, LLP" submitted by the Firm in response to RFP 26-002 shall be incorporated by reference as part of this Agreement. Consistent with Section 5.1.10 of RFP 26-002, which contemplates the use of special counsel, the Firm may, from time to time and only when authorized in writing by the City Manager or the City Commission, act as co-counsel

with or engage, on behalf of the City, specialized legal counsel to provide advice or representation in matters requiring expertise not typically encompassed within the general scope of municipal legal services or otherwise beyond the Scope of Services (Statement of Work) of RFP 26-002. Any such engagement shall be coordinated through the Firm, and the City shall be responsible for the reasonable fees and expenses of such specialized counsel, as approved by the City Manager or City Commission.

4. **Duration and Termination**. This Agreement is effective as of November 4, 2025. The Firm shall provide City Attorney Legal Representation as required by this Agreement, and such services may not be assigned or substituted without the written consent of the City. This Agreement shall continue until such time as either the City or the City Attorney chooses to terminate such contractual relationship. The City Attorney shall give no less than sixty (60) days' notice of resignation.

5. **Compensation, Terms, and Conditions**. For legal services provided hereinunder, the City shall pay the Firm the amount of $37,500 per month in arrears as set forth below, and as more specifically set forth in the Firm's Response to RFP 26-002.

(a) Beginning November 4, 2025, this Agreement shall become effective. For the period of November 4, 2025, to November 30, 2025, the City shall pay the Firm the amount of $33,750.

(b) Beginning December 1, 2025, the City shall pay the Firm the amount of $37,500 per month.

(c) The $37,500 per month payment shall constitute the total of all fees for legal services and costs due under this Agreement. There will be no additional billing for any ancillary legal services, research expenses (such as Westlaw/Lexis fees), copying charges, travel or miscellaneous expenses, (phone, fax, courier, etc.) and no other costs or expenses, (other than pre-approved out of pocket costs, such as court filing fees and court reporter fees, would be billed to the City at cost, with no mark-up or multiplier). There will also be no other expenses or fees charged, regardless of the time needed or complexity involved in any legal matter.

(d) All monthly payments shall be paid to the Firm within fifteen (15) days after the end of each month for which fees are due. For example, the payment to the Firm for services provided by the Firm for the month of December 2025 shall be paid at or prior to January 15, 2026.

6. **Administration**. For ease and convenience of administration and to the extent not in conflict with the City Commission or City Charter, the City hereby designates the City Manager to work with the City Attorney in the administration of the duties and professional legal services set forth herein; provided, however, the City Commission shall have ultimate authority over the Firm and provide policy direction and specific instructions to the City Attorney as to the representation of the City.

7. **Insurance/Hold Harmless**. The Firm shall maintain in full force and effect insurance as set forth in RFP 26-002. In addition, the City Attorney shall hold the City harmless as set forth in RFP 26-002.

8. **Notices.** All notices under this Agreement shall be in writing and shall be provided as follows:

City of Treasure Island
10451 Gulf Blvd.
Treasure Island, Florida 33706
Attention: City Manager

Vose Law Firm, LLP
324 W. Morse Blvd.
Winter Park, Florida 32789
Attention: Becky Vose

9. **Adherence to Laws.** The Firm shall adhere to all federal, state, and local laws, rules, and regulations, including rules regulating The Florida Bar, and applicable City ordinances and policies in the performance of services pursuant to this Agreement.

10. **Appointment**. Pursuant to the City Charter, the City hereby appoints the Firm as City Attorney for the City of Treasure Island, Florida and directs and authorizes the Firm to work with the City Manager in the delivery of City Attorney Legal Representation and Special Legal Services as more specifically set forth in Section C, Scope of Services (Statement of Work) of RFP 26-002

11. **Conflict of Interest.** By executing this Agreement, the Firm covenants it has no public or private interest, direct or indirect, in conflict with the City, and shall not acquire directly or indirectly any such interest which shall conflict in any manner with the performance of Firm's services as to any obligations under this Agreement.

12. **Public Records.** The Parties acknowledge and agree that the statement and provisions below are required by Florida Statute to be included in this contract for services. The inclusion of this statement and provisions below shall not be construed to imply that the Firm has been delegated any governmental decision-making authority, governmental responsibility or governmental function.The Firm is authorized to act on behalf of the City as provided under Section 119.011(2), Florida Statutes when directed by the City Commission to do so.

IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF TREASURE ISLAND AT: LISA-MARIE KENNEDY, CITY CLERK, CITY OF TREASURE ISLAND, 10451 GULF BLVD., TREASURE ISLAND, FL. 33706.

The Firm will comply with public records law, and agrees to:

(a) Keep and maintain public records required by the City to perform the services.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this Agreement if Firm does not transfer the records to the City.

(d) Upon completion of the Agreement, transfer at no cost to the City, all public records in possession of Firm or keep and maintain public records required by the City to perform the service. If Firm transfers all public records to the City upon completion of the Agreement, Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Firm keeps and maintains public records upon completion of the Agreement, Firm shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure of the Firm to comply with Chapter 119, Florida Statutes, and/or the provisions set forth above, where applicable, shall be grounds for immediate unilateral termination of this Agreement by the City.

13. **Powers Conferred on Attorney**. The Firm has the authority to file any papers necessary and proper in any action which it is authorized pursuant to the terms of this Agreement to prosecute or defend on behalf of the City and the right and authority to do any and all things necessary and proper to protect the interests of the City. Any attorney employed by the Firm may provide legal support services or representation under this Agreement.

14. **City Attorney Client**. Only the City of Treasure Island, Florida, acting by and through its City Commission, as a collegial body, shall be considered the Firm's client under this Agreement.

15. **Independent Contractor Status.** The Firm and all attorneys, employees, and agents of the Firm are and shall remain at all times independent contractors and not officers, employees, or agents of the City. Nothing contained in this Agreement shall be construed to create the relationship of employer and employee between the City and the Firm or any of its attorneys, employees, or agents. The Firm shall be solely responsible for the conduct, direction, compensation, and benefits of its attorneys and employees. The City shall not withhold or pay on behalf of the Firm any sums for income tax, unemployment insurance, social security, or any other withholding or contribution required by law, nor shall the City provide the Firm any insurance coverage or other fringe benefits normally associated with employment. The Firm shall be free to perform services for other clients, provided that such services do not create an actual conflict of interest with the City and do not impair the Firm's ability to perform its obligations under this Agreement.

16. **General Terms and Conditions**.

(a) This agreement is the sole agreement covering the Firm's representation of the City and supersedes any prior agreements or understandings, whether written or oral. Any modification of this agreement must be in writing, signed by both parties. If any part of this Agreement shall for any reason be found unenforceable, the parties agree that all other portions shall nevertheless remain valid and enforceable. It is understood that Firm does not guarantee the accomplishment of any result but agrees to use its best efforts to achieve a favorable result on the City's behalf. The City understands that all expressions about the outcome of any matter are only opinions and are not guarantees.

(b) The laws of the State of Florida will govern the interpretation of this Agreement, including all rules or codes of ethics which may apply to the provision of services by the Firm. Further, by executing this Agreement, the parties agree that the County or Circuit Court in and for Pinellas County, Florida shall have jurisdiction over the parties to this Agreement and shall be the only venue for any dispute concerning this Agreement or the services rendered herein to the exclusion of all other venues including Federal Court.

(c) The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

(d) This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an agreement in writing signed by the parties.

(e) If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

(e) The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

(f) This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

WAIVER OF JURY TRIAL: CITY AND FIRM HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS

PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

17. **E-Verify Compliance.** By entering into this Agreement, the Firm is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees and requiring any subcontractors to provide an affidavit to Firm attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Firm agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Firm will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Firm will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Firm affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, the Firm is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Firm requires from each or any of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Firm is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

18. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars ($1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Firm hereby certifies that Firm is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Firm further hereby certifies that Firm is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Firm understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Firm to civil penalties, attorney's fees, and/or costs. Firm further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Firm (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

19. **Disclosure Requirements for "Foreign Countries of Concern."** Firm shall comply with the disclosure requirements set forth in Section 286.101(3)(a), Florida Statutes, which requires "Any

entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of $100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of $50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 286.101(7), Florida Statutes: "In addition to any fine assessed under [section 286.101(7)(a), Florida Statutes], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

20. **Attorneys' Fees and Costs.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fees and costs.

21. **Public Entities Crime or Convicted Vendor List**. Firm agrees and assumes a continuous duty to disclose to the City if the Firm or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

22. **Data Management; Notice of Breach.** Firm shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

23. **Environmental and Social Government and Corporate Activism.** The City has not given preference or requested documentation from the Firm based on Firm's social, political or ideological interest

24. **No coercion for labor or services.** The Firm swears and affirms under penalty of perjury that the Firm does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;

4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

25. **Force Majeure.** The City reserves the right to suspend, modify or terminate this contract in the event of an act of God or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

26. **Non-Appropriation of Funds.** The obligations of the City under this Agreement are contingent upon the lawful appropriation of sufficient funds by the City Commission for each fiscal year during which this Agreement is in effect. In the event funds are not appropriated by the City Commission for the continuation of this Agreement for any subsequent fiscal year, the City shall give the Firm written notice of such non-appropriation and this Agreement shall terminate at the close of the City's fiscal year for which funds were last appropriated. The City shall not be obligated to make any further payments or be liable in any way for any damages or other amounts in connection with such termination, except for payments accrued for services rendered prior to the date of termination. The Firm acknowledges that the City's obligation to pay amounts due under this Agreement is contingent upon the availability of appropriated funds and shall not constitute a general obligation or indebtedness of the City within the meaning of any constitutional or statutory debt limitation.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Firm declares that Firm has read the foregoing Section 24 above and that the facts stated in it are true.

IN WITNESS WHEREOF, the parties have caused this Agreement for City Attorney Services to be executed this __ day of November , 2025.

ATTEST:

Lisa-Marie Kennedy, City Clerk

CITY OF TREASURE ISLAND

John E. Doctor, Mayor

Vose Law Firm, LLP

Gretchen R. H. "Becky" Vose, Partner



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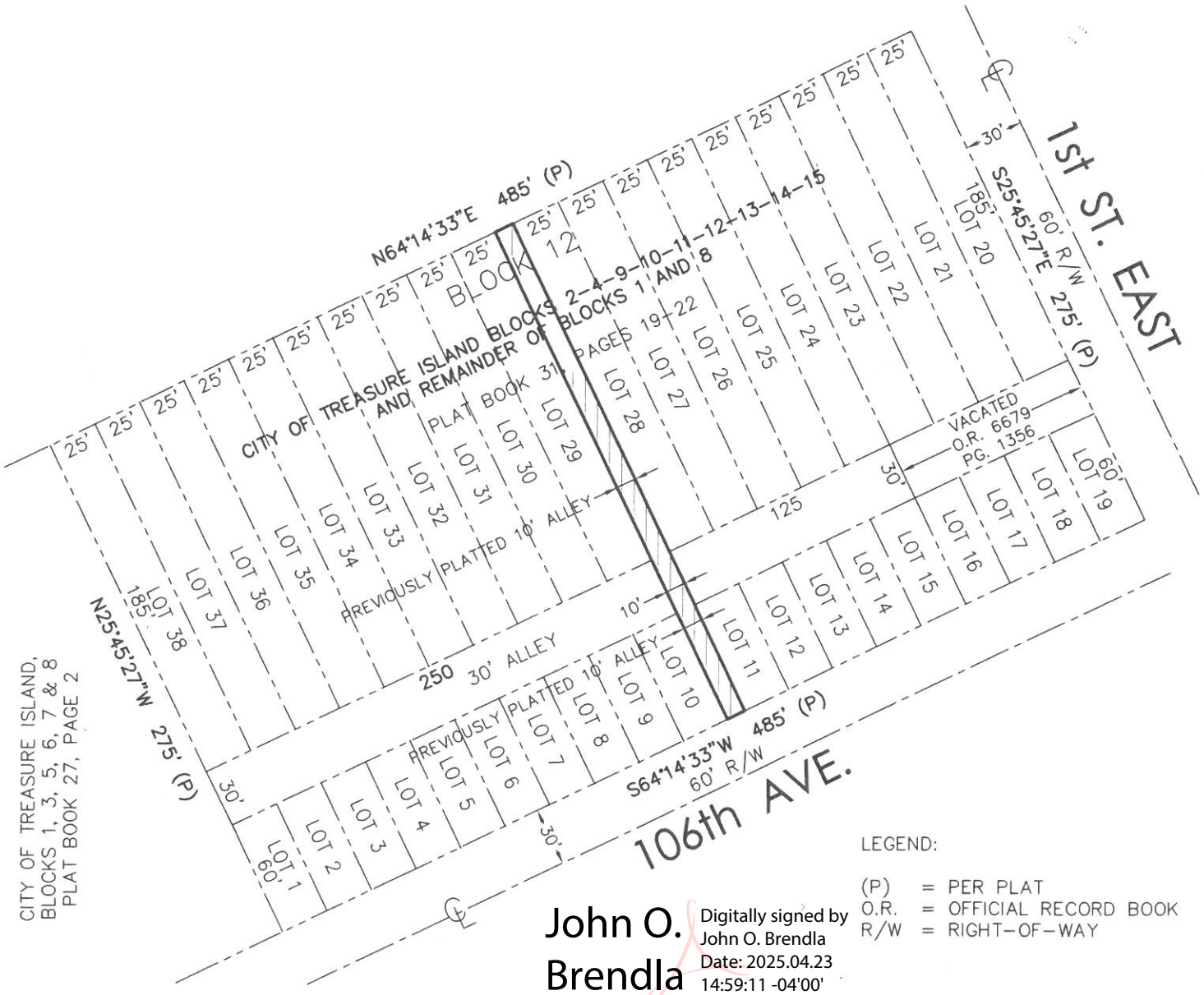
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF A 10' PEDESTRIAN EASEMENT:

THE EASTERLY 10 FEET OF THE WESTERLY 260 FEET OF BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 2,750 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla

Digitally signed by John O. Brendla
Date: 2025.04.23 14:59:11 -04'00'

PREPARED: APRIL 23, 2025 11:25 AM

THIS IS NOT A SURVEY

This Sketch and Legal Description was prepared without the benefit of a title search and is subject to all easements, Rights-of-way, and other matters of record.

NOTE: Sketch and Legal Description not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

Job Number 2108-77PED DWN JM

I hereby certify that the sketch and Legal Description represented hereon meet the requirements of Chapter 5J-17, Florida Administrative Code.

JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA Professional Surveyor and Mapper

Prepared by:
JOHN C. BRENDLA & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS AND MAPPERS
4015 82nd Avenue North
Pinellas Park, Florida 33781
phone (727) 576-7546 ~ fax (727) 577-9932

SHEET 1 OF 1

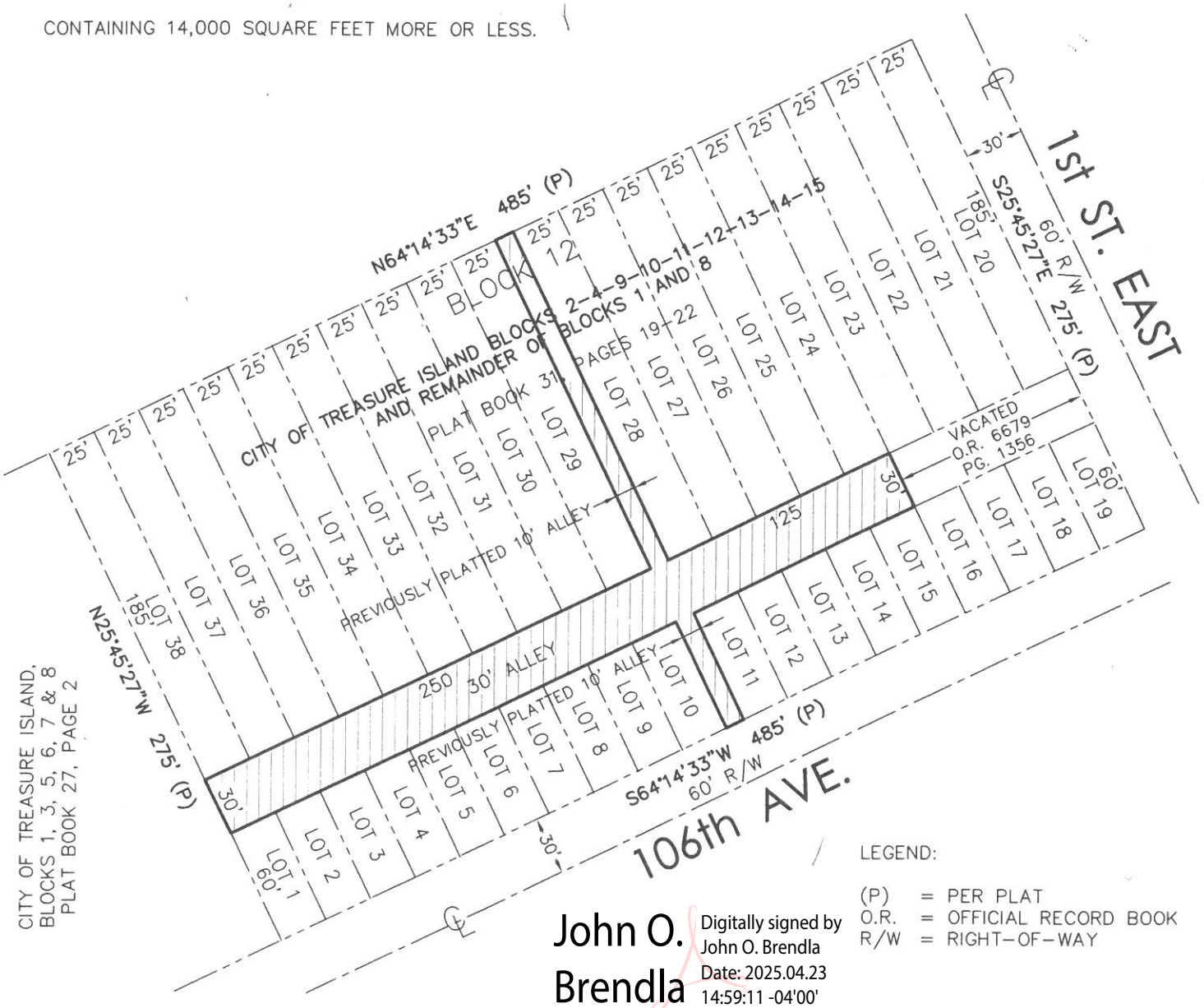
SECTION 23, TOWNSHIP 31S, RANGE 15E

SKETCH AND LEGAL DESCRIPTION OF PORTION OF ALLEYS TO BE VACATED:

ALL ALLEYS, BLOCK 12, ACCORDING TO THE PLAT OF **CITY OF TREASURE ISLAND BLOCKS 2-4-9-10-11-12-13-14-15 AND REMAINDER OF BLOCKS 1 AND 8,** AS RECORDED IN PLAT BOOK 31, PAGES 19 THROUGH 22 INCLUSIVE, LESS THAT PORTION PREVIOUSLY VACATED THROUGH RESOLUTION NO. 296 BY THE CITY OF TREASURE ISLAND, FILED IN BOOK 6679, PAGE 1356, ALL IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.

CONTAINING 14,000 SQUARE FEET MORE OR LESS.

NORTH BASIS:
PLAT
SCALE: 1" = 80'



LEGEND:

(P) = PER PLAT
O.R. = OFFICIAL RECORD BOOK
R/W = RIGHT-OF-WAY

John O. Brendla
Digitally signed by John O. Brendla
Date: 2025.04.23 14:59:11 -04'00'

PREPARED: APRIL 23, 2025 10:45 AM

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JOHN O. BRENDLA
Florida Surveyor's Registration No. 4601
Certificate of Authorization No. LB 760

JOHN O. BRENDLA LICENSE NUMBER 4601 STATE OF FLORIDA Professional Surveyor and Mapper

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SHEET 1 OF 1